

Village of Mukwonago
Notice of Meeting and *AMENDED* Agenda

REGULAR VILLAGE BOARD MEETING
Wednesday, May 20, 2020

Time: 6:30 pm

Place: Virtual Meeting hosted at Mukwonago Municipal Building/Board Room, 440
River Crest Court

Virtual Meeting Log On Information

Join Zoom Meeting

[https://us02web.zoom.us/j/85206493900?](https://us02web.zoom.us/j/85206493900?pwd=Zjh2UHBBU2pQZWJkdTVCCQjM0eGtQdz09)
[pwd=Zjh2UHBBU2pQZWJkdTVCCQjM0eGtQdz09](https://us02web.zoom.us/j/85206493900?pwd=Zjh2UHBBU2pQZWJkdTVCCQjM0eGtQdz09)

Meeting ID: 852 0649 3900

Password: 317829

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 852 0649 3900

Password: 317829

AMENDED AGENDA

Amended Item # 9.3, #13.5 and #15.5

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Comments from the Public**

The Public Comment Session shall last no longer than fifteen (15) minutes and individual presentations are limited to three (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Village Board may have limited discussion on the information received, however, no action will be taken on issues raised during the Public Comment Session unless they are otherwise on the Agenda for that meeting. Public comments should be addressed to the Village Board as a body. Presentations shall not deal in personalities personal attacks on members of the Village Board, the applicant for any project or Village employees. Comments, questions and concerns should be presented in a respectful professional manner. Any questions to an individual member of the Commission or Staff will be deemed out of order by the Presiding Officer.

5. Public Hearings

All persons interested in making comments about any of the public hearing items will be heard. Formal petitions and written comments regarding any of the public hearing items may be submitted tonight. During the public hearing(s), if you wish to be heard, the Village Board asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking at the public hearing must sign the Public Hearing Appearance sign-in sheet before speaking.

- 5.1 Public Hearing on an amendment to public facilities impact fees in accordance with Wis. Stats. § 66.0617, and proposed Ordinance imposing/amending public facilities impact fees.

6. Consent Agenda

All items listed are considered routine and/or have been unanimously recommended by the Committee of the Whole and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and be considered on the regular agenda.

- 6.1 Approval of Minutes of March 10, 2020 and May 6, 2020 Special Village Board Meeting, and March 18, 2020, and April 15, 2020 Regular Village Board Meetings
[2020-03-10 Draft Special VB Minutes](#)
[2020-03-18 VB Draft Minutes](#)
[2020-04-15 VB Draft Minutes](#)
[2020-05-06 Special VB Draft Minutes](#)
- 6.2 Motion to approve Vouchers in the amount of \$668,680.13.
[2020-05-06 COW AP Packet](#)
- 6.3 Motion to approve the Special Event Application from the Mukwonago Chamber of Commerce for the Farmers Market at Field Park on Wednesdays between May 20, 2020 and October 14, 2020, with the condition the State and Federal guidelines are met regarding spacing, and attendees.
[Farmers Market Special Event App](#)
- 6.4 Motion to approve a License Agreement between Wisconsin Electric Power Company (We Energies) and the Village of Mukwonago for a Trail License.
[Trail License 2020](#)
- 6.5 Motion to approve a contract amendment for Zoning Code Rewrite with Civi Tek Consulting, Inc. to commence work immediately on conditional uses to meet State Code guidelines at a cost of \$2,100.
[Civi Tek First Amendment](#)
- 6.6 Motion to deny a sewer credit in the amount of \$254.99 for 1311 Riverton Drive for an exterior water leak.
[UB Appeal](#)
- 6.7 Motion to approve Change Order #1 for River Park Estates paving, a cost reduction of \$15,843.30 on the contract price due to a calculation error.
[River Park Estates - CO](#)

6.8 Motion to approve **Task Order No. 2020-06** from Ruekert Mielke, Inc. for the Design and Bidding of CTH LO Sanitary Sewer Rehabilitation in the amount of \$20,820.
[2020-06 CTH LO Sanitary Sewer Rehabilitation](#)

6.9 Motion to approve an amendment to the Agreement for the Development of Improvements for Box Self Storage, LLC.
[Box Self Amend - Final 050620](#)

6.10 Discussion and possible action on a request from Bielinski Development, Inc., to amend the Meadowland Townhomes Developers Agreement to extend the time frame to install infrastructure to December 1, 2022, and direct staff to amend agreement accordingly.
[Request - Bielinski Homes](#)
[Meadowland DA](#)
[Dykstra re Meadowland Amendment.pdf](#)

7. Other Items for Approval

Other items removed from Consent Agenda which were not unanimously approved from the Committee of the Whole.

7.1 Motion to approve **Resolution 2020-18** a Resolution to provide for compensation to the Village Board members appointed to the Board of Review.
[RESOLUTION 2020-18](#)

7.2 Motion to approve an **Ordinance 979** amending section 45-14 and 45-16 regarding the co-existence of the public site fee with the park impact fee.
[Ord Amend Sec 45-14 and 45-16](#)

7.3 Motion to approve a Letter of Credit Reduction for Phantom Lakes Preserve.
[Phantom Lakes Preserve - Letter of Credit Reduction #1](#)

8. Downtown Development Committee, Trustee Walsh

8.1 Informational update on the Downtown Development Committee activities
[DDC Update](#)

9. Finance Committee, Trustee Meiners

Discussion and possible action on the following items

9.1 Discussion and possible action to authorize the 1/3 payment of the total developer grant amount in accordance with the performance of Developers Agreement with The Pointe Apartments LLC.
[Pointe Apt Dev Guaranty Agmt - RECORDED](#)

9.2 Motion to approve Vouchers in the amount of \$207,240.79.
[2020-05-20 VB AP Packet.pdf](#)

9.3 Discussion and possible action on small business stimulus plan

Mukwonago COVID Business Survey

10. Health and Recreation Committee, Trustee Decker

Discussion and possible action on the following items

- 10.1 Discussion and possible action to approve **Ordinance 980** an Ordinance to update Impact Fees

[Park_Impact_Fee_Ordinance](#)

- 10.2 Motion to Approve American Legion Post #375 Maxwell Street Days Flea Market Application and Temporary Class B Picnic License application at Field Park. Dates for 2020; June 13-14, July 18-19, August 15-16 and September 12-13 subject to submitting a Coronavirus Response Plan and adhering to all State and Federal guidelines for this type of event.

[Field Park, Special Event, Temporary Class B Applications](#)

11. Judicial Committee, Trustee Walsh

Discussion and possible action on the following items

- 11.1 Discussion and possible action on **Ordinance 981** an ordinance to repeal Section 6-36 License Quotas of the Municipal Code of the Village of Mukwonago to remove the locally imposed liquor license quotas.

[Ord 981 Draft Ord re Alcohol Lic quotas 2020.docx](#)

[Chapter 6 ALCOHOL BEVERAGES](#)

- 11.2 Discussion and review of survey of communities and their actions regarding Alcohol License fees for 2020, as discussed at the Committee of the Whole.

[Alcohol Lic Reduction Survey](#)

12. Protective Services, Trustee Adler

Discussion and action possible on the following items

- 12.1 Monthly Police Report (*for information only, no action required*)

[PD Monthly Report April 2020.pdf](#)

13. Village President

- 13.1 Motion to approve a Presidential Proclamation honoring Building Safety Month for May.

[Building Safety Month 2020](#)

- 13.2 Motion to approve a Presidential Proclamation honoring the 51st Annual Municipal Clerks Week.

[Proclamation - Clerks Week](#)

- 13.3 Motion to approve a Presidential Proclamation honoring retiring Municipal Judge Daniel Smart.

[Proclamation - Smart.pdf](#)

13.4 Accept resignation from Joe Abruzzo from the Village Plan Commission.

[Abruzzo Resignation Letter](#)

13.5 Update on COVID-19 Pandemic guidelines for the Village of Mukwonago

[Memo to Board re covid.reopen.docx](#)

[REVISED Safer at Home Protocol 051820](#)

14. Closed session

Closed session pursuant to Wis. Stats § 19.85 (1) (g) (*Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation*) concerning Greenwald Family Ltd. Partnership v Village of Mukwonago, Walmart Real Estate Business Trust v Village of Mukwonago, and pursuant to Wis. Stats. § 19.85(1)(e) (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for negotiation with the DOT STH 83 Non-Participating Letter, Listing Contract and Offer to Purchase for Tax Key A477300004, Amendment to Offer to Purchase for 301 Main Street, and possible land purchase for 830 Veteran's Way

15. Reconvene into Open Session

Motion to reconvene into open session pursuant to Wis. Stats. §19.85(2) for possible discussion and/or action concerning any matter discussed in closed session

15.1 Discussion and possible action on possible land purchase at 830 E. Veteran's Way.

15.2 Discussion and possible action on STH 83 DOT non-participation letter.

15.3 Discussion and possible action on an Amendment to Offer to Purchase for 301 W. Main Street.

15.4 Discussion and possible action on Listing Contract and Offer to Purchase for Tax Key A477300004

15.5 Discussion and possible action on Walmart Business Real Estate Trust v Village of Mukwonago

16. Adjournment

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

SPECIAL VILLAGE BOARD MEETING MINUTES

Tuesday, March 10, 2020

Call to Order

The Village President Winchowky called the meeting to order at 5:30p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

Roll Call

Board Members present: Eric Brill
 Jim Decker
 Darlene Johnson
 Jay Vermeulen
 Roger Walsh
 Jason Wamser
 Fred Winchowky, Village President

Also present:

Diana Dykstra, Clerk-Treasurer
Kevin Schmidt, Police Chief
Dan Streit, Police Lieutenant
Susan Love, Attorney

Closed Session

Decker/Johnson motion to convene into closed sessions pursuant to **Stats. § 19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for contract with the Wisconsin Professional Police Association; and pursuant to **Wis. Stats § 19.85 (1) (c)** (*Compensation and Evaluation. Considering employment, promotion, compensation or performance evaluation data of any public employee subject to the jurisdiction or authority of governing body.*) evaluation of the Administrator at 5:32pm.

Roll Call

"Yes" Trustee Brill, Decker, Johnson, Vermeulen, Walsh, Wamser, Winchowky. Unanimously carried.

Open Session

Decker/Johnson motion to reconvene into open session pursuant to **Wis. Stats §19.85 (2)** at 6:32pm. Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermeulen, Walsh, Wamser, Winchowky. Unanimously carried.

Johnson/Brill motion to accept the contract between the Village of Mukwonago and the Mukwonago Professional Policeman's Association for January 1, 2020 through December 31, 2023. Unanimously carried.

Adjournment

Meeting was adjourned at 6:33pm.

Respectfully Submitted,

/s/ Diana A. Dykstra, CMC
Village Clerk-Treasurer

REGULAR VILLAGE BOARD MEETING MINUTES

Wednesday, March 18, 2020

Call to Order

The Village President Winchowky called the meeting to order at 6:30p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

Roll Call

Board Members present: Eric Brill
 Jim Decker
 Darlene Johnson
 Roger Walsh
 Jason Wamser
 Fred Winchowky, Village President

Also present: John Weidl, Village Administrator
 Mark Blum, Village Attorney
 Diana Dykstra, Clerk-Treasurer

Excused Jay Vermeulen

Pledge of Allegiance

Comments from the Public

David Boebel, 815 Parkview Lane wanted to discuss the poor behavior at the committee of the whole. He felt he was censored because he was not called upon to speak and his name was on the sign up sheet. He feels public comments should be included at every meeting. He further discussed the sign issue before the Board and cannot understand why the village wants electronic signs. He explained he has reviewed the budget and the costs. He is disappointed but will continue to keep working to change.

Glenn Dieball, Shady Lane, was present regarding his application for a B/C combination license. He wanted the Board to know if they had any questions he was present to respond to any questions they may have for his license application.

Public Hearings

Public Hearing on the consideration of an amendment to Section 100-30 of the Mukwonago Municipal Code of Ordinances regarding public comment inclusion at Plan Commission meetings.

Hearing no comments, Public Hearing was closed at 6:37pm

Public Hearing on the consideration of creating Sections 79-68, 79-69, 79-70, and 79-71, to amend Chapter 74, and Section 100-452 of the Mukwonago Municipal Code regarding the regulation of Wireless Telecommunication Mobile Service and Right-of-Way Permits.

Hearing no comments, Public Hearing was closed at 6:38pm

Public Hearing on the consideration of an ordinance amendment to Section 100-14 of the Mukwonago Village Code of Ordinances, proposing inclusions to add language providing for forms for building permits to be prepared electronically by accessing them from the Village website.

Hearing no comments, Public Hearing was closed at 6:39pm

Public Hearing to consider exceeding an alcohol license quota pursuant to Section 6-36 of the Municipal Code of the Village of Mukwonago for a combination Original Class B Fermented Malt Beverage and Class C Wine License application of Brew 52, LLC d/b/a Caffeinated Cafe, 1146 N. Rochester St., Mukwonago, WI 53149, Glenn Dieball Agent.

Hearing no comments, the Public Hearing was closed at 6:39pm

Presentations

The following Presentations were postponed until further notice.

Stormwater MS4 permit presentation

Downtown Report for 2019 presented by Makenzee Loft

Consent Agenda

Johnson/Wamser motion to remove from Consent Agenda items 7.3, 7.4, 7.5, 7.6.

Unanimously carried.

Decker/Wamser motion to approve Consent Agenda.

7.1 Approval of Village Board Meeting minutes of February 19, 2020 and Special Village Board Meeting minutes of February 5, 2020 and March 4, 2020.

7.2 Motion to approve Vouchers in the amount of \$2,382,879.31.

7.7 Motion to approve **Task Order No. 2020-02** from Ruekert Mielke, Inc. for construction related services of DeBack Drive Infrastructure.

7.8 Motion to approve a Storm Water Maintenance Agreement with Castle Senior Living, At 210 McDivitt Lane for building addition and other work, contingent upon Attorney and Engineer approval.

7.9 Motion to approve a Purchase Requisition for a valve exerciser and install with Northern Sewer Equipment in the amount of \$31,380.

7.10 Motion to approve TID #5 Public Improvements Close-out Change Order and Final Payment.

7.11 Motion to approve WWTF Chemical Storage Building Bid Award to J.H. Hassinger, Inc. for the sum of \$614,766.00.

7.12 Motion to award Wolf Paving, Inc. the River Park Estates Rehabilitation Phase 2 contract, and to award the 8-foot wide mandatory alternate for the additional paving of Miniwaukan Park Multi-Use Trail.

7.13 Motion to approve **Ordinance 973** an Ordinance to amend Section #34-46, 34-47 (a) and 34-49 (b) & (c) of the Village of Mukwonago Municipal Code regarding abandon or junked motor vehicles.

7.14 Motion to approve a contract for electronic recycling with Refrigeration Depot, LLC pending Village Attorney approval.

Unanimously carried.

Johnson/Decker motion to approve remaining Items 7.3, 7.4, 7.5, 7.6.

7.3 Motion to approve **Resolution 2020-11** to authorize payment and charge back for an Assessor Error in the amount of \$5,795.68 for Tax Key VM 00008

7.4 Motion to approve **Resolution 2020-010** to authorize payment and charge back for an Assessor Error in the amount of \$1,718.73 for Tax Key MUKV2091-011-002

7.5 Motion to approve **Resolution 2020-09** to authorize payment and charge back for an Assessor Error in the amount of \$13,848.37 for Tax Key MUKV1962-996-009

7.6 Motion to approve **Resolution 2020-08** to authorize payment and charge back for an Assessor Error in the amount of \$11,169.18 for Tax Key MUKV1962-996-008

Unanimously carried.

Other Items for Approval

Other items removed from Consent Agenda which were not unanimously approved from the Committee of the Whole.

Motion to approve Resolution 2020-06 establishing a policy regarding the use of messaging on the Village's electronic reader board signs.

Decker/Johnson motion to approve Resolution 2020-06 establishing a policy regarding the use of messaging on the Village's electronic reader board signs.

Roll Call: "Yes" Trustee Brill, Decker, Wamser and Winchowky. "No" Trustee Johnson and Walsh. Motion carried 4-2

Downtown Development Committee, Trustee Walsh

Discussion and possible action to support the Downtown Strategic Plan Recommendation to reroute State Highway 83.

Trustee Walsh noted that this has been discussed for some time. He is looking for a motion for the Board to reroute Hwy. 83. He noted he is looking for a motion as indication of this being a live situation.

Johnson/Wamser motion to approve support of Hwy. 83 reroute.

Trustee Decker noted that \$125,000 was spent with (2) years of meeting with the DOT and it was determined that Holtz Parkway would have to be rebuilt. It impedes (3) subdivisions access to roads, schools, church, and retirement community. Our public works can't even get out of their driveway. He questions who will pay for the new lights. Even if you re-route you will only get a 10% reduction in traffic as noted in the prior meetings.

Trustee Walsh noted the DOT didn't talk money but this was the number one recommendation to reroute Hwy 83. There was further discussion regarding the challenges.

Trustee Decker questioned is it practical and do we have the resources?

Trustee Wamser noted he would like to have more background on the item before.

Administrator Weidl noted the Engineer would have to do exploratory before they had more information.

Trustee Walsh confirmed the Village had a feasibility study completed and would like to know if that information still holds true.

Trustee Johnson noted she is additionally concerned about the cost, and remembers the past discussions and would like more information first.

President Winchowky noted that previously they were presented with a 4-lane plan and confirmed they are looking to see if the numbers are the same or to explore before taking any action on it. Johnson/Wamser withdraw their motion.

Walsh/Brill motion to pass an advisory motion to Village of Mukwonago to renew discussion and study information for alternate route of Hwy 83 in collaboration with Waukesha Co.

Roll Call: "Yes" Trustee Brill, Johnson, Walsh, Wamser, and Winchowky. "No" Trustee Decker. Motion carried 5-1

Downtown Development Committee Summary: 10 Months including:

Trustee Walsh noted with the March 14th Streetscaping & Wayfinding Open House at Mukwonago Community Library they have closed out the public comment period. He noted he attended (2) events which cover the connect communities/WEDC requirements. Additionally noting that FOTH is moving along with the proposed plan.

Finance Committee, Trustee Vermeulen

Motion to approve Resolution 2020-14 a resolution to adopt sewer rates for Septic Tank Waste and Holding Tank Waste.

Decker/Wamser motion to approve Resolution 2020-14 a resolution to adopt sewer rates for Septic Tank Waste and Holding Tank Waste.
Unanimously carried.

Motion to approve Vouchers in the amount of \$437,165.46

Johnson/Decker motion to approve Vouchers in the amount of \$437,165.46.
Unanimously carried.

Judicial Committee, Trustee Walsh

Motion to approve a petition to exceed the Class "C" Wine License quota pursuant to Sec. 6-36 of the Village of Mukwonago Municipal Code filed by Brew 52, LLC, 1146 N Rochester Street, Mukwonago, WI 53149.

Clerk Dykstra described the Village has established locally imposed quotas over and above what the State of Wisconsin requires. This process requires the applicant to pay an additional fee and file a petition with the village to exceed this quota. The Village has done this process for this type of license three times in the last few years.

Trustee Walsh noted that he felt paragraph two in the ordinance was not represented in the operation plan and the applicant hasn't satisfactorily met the criteria. Or the value the business brings to the community pursuant to the Ordinance. Attorney Blum noted that it is the board discussion if he has met the criteria here. It was noted the removal of the quota should be a future discussion.

Johnson/Decker motion to approve the petition to exceed the Class "C" Wine License quota pursuant to Sec. 6-36 of the Village of Mukwonago Municipal Code filed by Brew 52, LLC, 1146 N Rochester Street, Mukwonago, WI 53149.

Roll Call: "Yes" Trustee Trustee Brill, Decker, Johnson, Wamser, and Winchowky. "No" Trustee Walsh. Motion carried

Motion to approve an Original combination Class "B" Fermented Malt Beverage and Class "C" Wine License application from Brew 52, LLC, 1146 Rochester St., Mukwonago, WI 53149, Glen Dieball, Agent.

Johnson/Decker motion to approve an Original combination Class "B" Fermented Malt Beverage and Class "C" Wine License application from Brew 52, LLC, 1146 Rochester St., Mukwonago, WI 53149, Glen Dieball, Agent.

Roll Call: "Yes" Trustee Trustee Brill, Decker, Johnson, Wamser, and Winchowky. "No" Trustee Walsh. Motion carried

Motion to approve Ordinance 974 an Ordinance to create Section 100-30 of the Village of Mukwonago Municipal Code regarding the meetings of the Plan Commission

Walsh/Wamser motion to approve Ordinance 974 an Ordinance to create Section 100-30 of the Village of Mukwonago Municipal Code regarding the meetings of the Plan Commission. Attorney Blum noted this ordinance provides the proper format required for public comment as directed by the Board. Unanimously carried.

Motion to approve Ordinance 975 an Ordinance to amend Section 2-31 of the Village of Mukwonago Municipal Code to create subsection (10) *Public Comment*.

Walsh/Decker motion to approve Ordinance 975 an Ordinance to amend Section 2-31 of the Village of Mukwonago Municipal Code to create subsection (10) *Public Comment*.

This ordinance requires same language to the Village Board meetings. Unanimously carried.

Motion to approve Ordinance 977 an Ordinance amending Section 100-14 regarding accepting of electronic applications in lieu of paper applications.

Walsh/Decker motion to approve Ordinance 977 an Ordinance amending Section 100-14 regarding accepting of electronic applications in lieu of paper applications. Unanimously carried.

Motion to approve Ordinance 976 an Ordinance to amend Chapter 74 and Section 100-452 of the Village of Mukwonago Municipal Code regarding the regulation of wireless telecommunication mobile service and right-of-way permits.

Walsh/Decker motion to approve Ordinance 976 an Ordinance to amend Chapter 74 and Section 100-452 of the Village of Mukwonago Municipal Code regarding the regulation of wireless. It was noted this is required in order to regulate. Unanimously carried.

Planning Commission Recommendations

Motion to approve Resolution 2020-03 of a Planned Unit Development (PUD) Request and associated Site Plan and Architectural Review as a Conditional Use for a proposed 20 unit Residential Care Assisted Living Facility at 210 McDivitt Ln (Birchrock Properties LLC, Owner/Applicant); Parcel MUKV 2012-215-002.

Decker/Wamser motion to approve Resolution 2020-03 of a Planned Unit Development (PUD) Request and associated Site Plan and Architectural Review as a Conditional Use for a proposed 20 unit Residential Care Assisted Living Facility at 210 McDivitt Ln (Birchrock Properties LLC, Owner/Applicant); Parcel MUKV 2012-215-002.

A new drawing was presented and reviewed. Unanimously carried.

Motion to approve Resolution 2020-13 on Certified Survey Map for creation of two roadways, two commercial lots and one lot for multi-family residential development as part of approved Planned Unit Development project known as Maple Centre. (Family Ventures of Mukwonago, LLC, Owner/Applicant); Parcel MUKV 2013-999-008.

Trustee Johnson stepped down at 7:59pm.

Administrator Weidl noted that the CSM matches the DA agreement which was already approved.

Decker/Brill motion to approve Resolution 2020-13 on Certified Survey Map for creation of two roadways, two commercial lots and one lot for multi-family residential development as part

of approved Planned Unit Development project known as Maple Centre. (Family Ventures of Mukwonago, LLC, Owner/Applicant); Parcel MUKV 2013-999-008.

Motion carried; Trustee Johnson abstained.

Motion to approve Resolution 2020-12 on Certified Survey Map for creation of one lot to be utilized as stormwater management detention basin for benefit multi-family residential development and given to adjacent property as part of approved Planned Unit Development project known as Maple Centre. (Village of Mukwonago, Owner/Applicant); Parcel MUKV 2013-995-002.

Decker/Brill motion to approve Resolution 2020-12 on Certified Survey Map for creation of one lot to be utilized as stormwater management detention basin for benefit multi-family residential development and given to adjacent property as part of approved Planned Unit Development project known as Maple Centre. (Village of Mukwonago, Owner/Applicant); Parcel MUKV 2013-995-002. Motion carried; Trustee Johnson abstained.

Trustee Johnson returned at 8:00pm.

Public Works Committee, Trustee Wamser

Discussion and possible action on a Resolution to approve sharing the cost of keeping the Fox River bridge open during construction.

Administrator Weidl noted that Finance Director Doherty found the money which can come from the ProHealth care funds.

Trustee Johnson stepped down at 8:01pm.

Darlene Johnson, Waukesha County Supervisor, presented her comments to the Board. She noted this has been a (4) year dialogue working to complete this project which should have been completed in 2018. There were delays in permits and then there were cost increases which doubled the Bids in 2019. They were provided two costs; one with the Bridge open and one with the Bridge closed. There was a difference of \$66,000 to keep this open and the Village of Mukwonago, Town of Vernon, and Town of Mukwonago met to discuss this on Monday March 6, 2020. There were thirteen participants in the meeting and all three municipalities sought to keep the bridge open. Townships were more restrictive on their funds, so Administrator Weidl suggested \$30,000 between (3) municipalities as a safety issue to keep the bridge open. Weidl offered \$20,000 from the Village, and each respective Town Chair would request \$5,000 each. This would be contingent upon formal commitment by March 31, 2020. It was an urgent approval required to move forward. Brill/Decker motion to approve Resolution 2020-15 a Resolution approving the shared cost of keeping the Fox River Bridge Open during construction.

Motion carried. Trustee Johnson Abstained.

Trustee Johnson returned to her seat at 8:14pm.

Discussion, update, and possible recommendation to the Village Board to approve Well #3 repairs

It was noted they are continuing to work on getting the tool that fell into the well removed. They should be done shortly. No further action was needed.

Protective Services, Trustee Brill

Police Department February Report was placed on file for review.

Village President

Village of Mukwonago emergency preparedness of the 2019 Coronavirus (COVID-19)

A. Declaration of Emergency for the Village of Mukwonago.

Decker/Wamser motion to approve **Resolution 2020-16** A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF MUKWONAGO TO DECLARE A STATE OF EMERGENCY WITHIN THE VILLAGE OF MUKWONAGO REGARDING COVID-19
Unanimously carried.

B. Discussion and possible action on virtual meetings.

Attorney Blum noted that the Governor has restricted mass gatherings of 10 or more people. There are exceptions for government. He noted one way to meet those restrictions if wanted, would be to hold virtual meetings as long as we can provide reasonable access. The Village could continue to meet with a video conferencing product. It should also have a feature to record. He was looking for some direction. It was directed all non-essential meetings would be canceled, and the Village would move forward to providing virtual meetings.

C. Consideration of issuing emergency orders as may be necessary for the health, safety, welfare and good order of the Village pursuant to Section 2-53 (b) of the Village of Mukwonago Code of Ordinances.

It was noted an emergency order statewide was declared and local governments are authorized to enforce the prevention of mass gatherings. The Village should be tracking their expenses and time. There will be notices placed on Village Buildings regarding closures. In-person absentee will continue unless further direction is received from the State of Wisconsin.

Acknowledgement of Correspondence from We Energies reaffirming the policy they do not permit hunting, use of any motorized vehicles such as snowmobiles, ATV's and and motorcycles, or access by non- We Energies or American Transmission Company vehicles on their rights of way and other company property in the Village.
No action was required this was for information purposes only.

Closed Session

No closed session was necessary.

Adjournment

Meeting adjourned at 8:46pm.

Respectfully Submitted

/s/ Diana Dykstra, CMC
Village Clerk-Treasurer

REGULAR VILLAGE BOARD MEETING MINUTES

Wednesday, April 15, 2020

Call to Order

The Village President Winchowky called the Zoom Virtual meeting to order at 6:30p.m., hosted in the Mukwonago Municipal Building, 440 River Crest Ct.

Roll Call

Board Members present: Eric Brill
Jim Decker
Darlene Johnson
Jay Vermuelen
Roger Walsh
Jason Wamser
Fred Winchowky, Village President

Also present:

John Weidl, Village Administrator
Ron Bittner, Public Works Director
Mark Blum, Village Attorney
Dave Brown, Utilities Director
Diana Dykstra, Clerk-Treasurer
Diana Doherty, Finance Director
Ben Kohout, Village Planner
Kevin Schmidt, Police Chief
Jerad Wegner, Village Engineer
Bob Harley, Supervisor of Inspections
John Meiners, Trustee Elect
Daniel Adler, Trustee Elect

Pledge of Allegiance

Comments from the Public

President Winchowky introduced the Public Comment Section. Hearing no comments, public comments were closed.

Consent Agenda

Johnson/Walsh motion to remove item #5.2. *(5.2 Motion to approve and to award a contract for Zoning Code and Sign Code Re Write to Civitek Consulting, Inc. for \$68,800.)*

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, Wamser, and Winchowky. Unanimously carried.

Johnson/Walsh motion to approve remaining consent agenda items listed:

- 5.1 Motion to approve Vouchers in the amount of \$447,056.21.
- 5.3 Motion to approve **Ordinance 978** an Ordinance to amend Section 78-1 of the Village of Mukwonago Municipal Code regarding the composition, duties, and power of the Board of Review.
- 5.4 Motion to approve the request for educational pay incentive from Officer Taylor Zajichuk.
- 5.5 Motion to approve **Resolution 2020-17** a Resolution of the Village of Mukwonago Regarding Essential Governmental Functions/Employees, and general approval to utilize other village employees to supplement the Election Inspector shortage if necessary.

5.6 Motion to approve a Storm Water Maintenance Agreement with Bielinski Homes, Inc., for Chapman Farms Subdivision, a 64.51 acre development. (*Villas & Single Family Development*)

5.7 Motion to approve I-43 Elevated Tank Painting Final Payment Request in the amount of \$32,487.

5.8 Motion to approve **Task Order 2020-04** for Mulcahy Shaw to install, collect data, maintain, and remove the flow meters and Ruekert & Mielke, Inc. to evaluate analyze, and recommend improvements associated with the Atkinson Pump Station Capacity.

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, Wamser, and Winchowky. Unanimously carried

5.2 Motion to approve and to award a contract for Zoning Code and Sign Code Re Write to Civitek Consulting, Inc. for \$68,800

Trustee Walsh noted he had submitted information to the Board to take under advice. He is not concerned with the Contract, he has concerns with the business during the pandemic. He noted it would not be just this item but flattening the economic curve for all.

Planner Kohout noted the sign code is not in compliance and needs to be up to date and that cost would be \$14,500.

Walsh/Decker motion to defer approval of the Zoning Code Rewrite contract for 90 days, and approve the sign code rewrite estimated at \$14,500.

President Winchowky commented the contract should be honored.

Contractor agreed to a 90 day delay and would carve out the sign code to provide for an immediate review in the amount of \$14,500.

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, and Wamser. "No" Winchowky. Motion carried.

Finance Committee, Trustee Vermeulen

Motion to approve Vouchers in the amount of \$223,198.62.

Vermuelen/Johnson motion to approve Vouchers in the amount of \$223,198.62.

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, Wamser, and Winchowky. Unanimously carried.

Discussion and possible action on temporary waiver of electronic payment processing fees for payment of 1st quarter utility bills.

Trustee Decker questioned if the Utilities could absorb this loss of revenue. Finance Director Doherty noted PSC has waived the interest and penalties already. Trustee Johnson noted she questioned this item at the last meeting because she noticed other communities were publicizing they were absorbing credit card fees.

Decker/Wamser motion to not waive credit card processing fees.

Roll Call: "Yes" Trustee Brill, Decker, Vermuelen, Walsh, and Wamser. "No" Trustee Johnson, and President Winchowky. Motion carried 5-2.

Public Works Committee, Trustee Wamser

Discussion, update, and possible action to the Village Board to approve Well #3 repairs

Utility Director Brown noted they had been able to reach the tool, however it was unable to be retrieved. It will be capped off at that location. Trustee Johnson thanked Dave and his crew for their hard work on this. President Winchowky provided a special thanks to Trustee Wamser for his service to the Public Works Committee. No action was required.

Protective Services, Trustee Brill

Police Report for the month of March 2020. Report was placed on file. No action was required.

Village Administrator

Discussion and possible action as relates directing staff to prepare a report regarding essential expenditures for the remainder of FY (Fiscal Year) 2020 and FY2021.

Administrator Weidl introduced his memo and asked Attorney Blum if there is a reason they should be looking at expenditures. Blum noted it is certainly within the Administrator's authority to request staff to look at the 2020 budget and determine what is essential and not essential in preparation.

Johnson/Decker motion to direct staff to review budgets prepare a report for fiscal expenditures and categorize needs.

Doherty want to be sure that budget moving forward the Village is in a good situation.

Administrator Weidl noted this would be reviewed during Committee of the Whole in June or July.

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, Wamser, and Winchowky.

Unanimously carried.

Village President

Proclamation for National Public Safety Telecommunications Week April 12th – 18th, 2020

Johnson/Brill motion to accept a Proclamation for National Public Safety Telecommunications Week April 12th – 18th, 2020.

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, Wamser, and Winchowky.

Unanimously carried.

National Public Works Week Proclamation to designate May 17 - 23, 2020 as National Public Works Week in the Village of Mukwonago.

Wamser/Decker motion to accept National Public Works Week Proclamation to designate May 17 - 23, 2020 as National Public Works Week in the Village of Mukwonago.

Roll Call: "Yes" Trustee Brill, Decker, Johnson, Vermuelen, Walsh, Wamser, and Winchowky.

Unanimously carried.

Closed session

Decker/Johnson motion to go into Closed session pursuant to Wis. Stats § 19.85 (1) (g) (Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation) concerning Wal-Mart Real Estate Business Trust v. Village of Mukwonago, and GFLP/Darwin Greenwald V Village of Mukwonago and pursuant to Wis. Stats. § 19.85(1)(e) (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) for negotiation with the Developer's Agreement with Family Ventures of Mukwonago, Contract with Musson Brothers, and Contract with Douglass DeBack.

Roll Call: "Yes" Trustee Brill, Decker, Vermuelen, Walsh, Wamser, and Winchowky. Motion carried.

Trustee Johnson was excused from meeting.

Reconvene into Open Session

Decker/Walsh motion to reconvene into open session pursuant to Wis. Stats. §19.85(2) at 8:25pm.

Roll Call: "Yes" Trustee Brill, Decker, Vermuelen, Walsh, Wamser, and Winchowky. Unanimously carried.

Trustee Johnson returned to the virtual meeting at 8:25pm.

Decker/Vermuelen motion to move forward with construction on DeBack Drive and execute the notice to proceed with Musson Brothers subject to Mortgage assigned with Family Ventures of Mukwonago and Amended Development Agreement.

Roll Call: "Yes" Trustee Brill, Decker, Vermuelen, Walsh, Wamser, and Winchowky. Trustee Johnson abstained. Motion carried.

Decker/Vermuelen motion to approve to amend Developers Agreement with Family Ventures of Mukwonago and accept a mortgage to be allowed as a form of surety on the property subject to final approval to form of the Developers Agreement subject to village staff and village attorney approval.

Roll Call: "Yes" Trustee Brill, Decker, Vermuelen, Walsh, Wamser, and Winchowky. Trustee Johnson abstained. Motion carried.

Decker/Vermuelen motion to accept a mortgage from Family Ventures of Mukwonago to follow through on their alternative surety and subject to terms acceptable to village staff and village attorney.

Roll Call: "Yes" Trustee Brill, Decker, Vermuelen, Walsh, Wamser, and Winchowky. Trustee Johnson abstained. Motion carried.

Adjournment

Meeting was adjourned at 8:29pm.

Respectfully Submitted,

/s/ Diana A. Dykstra, CMC
Clerk-Treasurer

MINUTES SPECIAL VILLAGE BOARD MEETING Wednesday, May 6, 2020

Time: 5:00 pm

Place: Mukwonago Municipal Building, 440 River Crest Ct., Mukwonago, WI 53149

Virtual Meeting Log On Information

Join Zoom Meeting

<https://us02web.zoom.us/j/85607910339>

Meeting ID: 856 0791 0339

+1 312 626 6799 US (Chicago)

Call To Order

The Village President Winchowky called the meeting to order at 5:00p.m. via Zoom portal hosted from the Mukwonago Municipal Building, 440 River Crest Ct.

Roll Call

Board Members present: Daniel Adler
Eric Brill
Jim Decker
Darlene Johnson
John Meiners
Roger Walsh
Fred Winchowky, Village President

Also present:

John Weidl, Village Administrator
Mark Blum, Village Attorney
Diana Dykstra, Clerk-Treasurer
Kevin Schmidt, Police Chief
Diana Doherty, Finance Director
Ron Bittner, Public Works Director
David Brown, Utility Director
Ben Kohout, Village Planner
Jerad Wegner, Village Engineer

New Business

Motion to approve appointments to Boards, Committees, and Commissions.

Johnson/Brill motion to approve the following appointments to Boards, Committees, and Commissions, with the exception of the removal of John Meiners from Zoning Board of Appeals and Joe Abruzzo from Plan Commission:

Standing Committees	
Finance Chair	John Meiners
Health & Recreation Chair	James Decker
Judicial Chair	Roger Walsh
Personnel Chair	Darlene Johnson
Protective Services Chair	Daniel Adler
Public Works Chair	Eric Brill

Plan Commission		
Sec. 62-1		
	Term:	Expires:
Eric Brill, Village Trustee	Annual	
Jason Wamser, Citizen Member	3 Yr Term	2021
Joe Abruzzo, Citizen Member	3 Yr Term	2022
Mark Penzkover, Citizen Member	3 Yr Term	2023
Ben Kohout, Advisory Member		
Bob Harley, Superv. Inspections		
Board of Review Sec 78-1		
Fred Winchowky, Chair	Annual	2021
John Meiners, Trustee	Annual	2021
Daniel Adler, Trustee	Annual	2021
Darlene Johnson, Trustee	Annual	2021
Diana Dykstra, Clerk	Annual	2021
Zoning Board of Appeals Sec. 100-802		
Dave Mades	3 Yr Term	2023
Sarah Szejn	3 Yr Term	2023
John Meiners, 1st Alternate	3 Yr Term	2023
Vacant, 2nd Alternate	3 Yr Term	2023
Bob Harley, Advisory Member		
Downtown Development Committee Ord 958		
Roger Walsh	2 Yr Terms	2022
Scott Reeves	2 Yr Terms	2022
Douglas Yeager, Non-Voting	2 Yr Terms	2022
Sandra Kulik, Non-Voting	2 Yr Terms	2022
Historic Preservation Commission Sec. 100-303		
Jim Decker, Village Trustee	Annual	2021
Ben Kohout, Planner	Annual	2021
Protective Services Committee		
Darlene Johnson	Annual	2021
John Meiners	Annual	2021
Daniel Adler	Annual	2021
<i>This committee was not codified after COW format changes. Will be addressed in 2020.</i>		
Board of Police Commissioners Sec. 46-51		
Kenneth Johnson, Commissioner	3 Yr Term	2023
Tim Sperstad, Commissioner	3 Yr Term	2023
Library Board of Trustees		
Eliza Pautz, Secretary	Village Appt	2023

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

Village President Proclamation for National Police Week and National Peace Officer Memorial Day

President Winchowky read a Proclamation for National Police Week and National Peace Officer Memorial Day for 2020 into the record. Johnson/Decker motion to approve.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

Proclamation to honor and support Arbor Day in the Village of Mukwonago.

President Winchowky read the 2020 Arbor Day Proclamation into the Record.

Decker/Meiners motion to approve.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

Motion to approve Resolution 2020-19 A Resolution to recognize former Trustee Jason Wamser for his dedicated public service as a Village Trustee for the Village of Mukwonago.

Johnson/Decker motion to approve Resolution 2020-19 A Resolution to recognize former Trustee Jason Wamser for his dedicated public service as a Village Trustee for the Village of Mukwonago. Trustee Walsh questioned the use of a resolution for this purpose and noting it hadn't been completed consistently in the past. Trustee Johnson confirmed the use of plaques has been used in the past for a period of time as well. Attorney Blum reviewed the various forms of enactment between motions, resolutions, and proclamations, and suggested a policy might bring consistency.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

Motion to approve Resolution 2020-20 A Resolution to recognize former Trustee Jay Vermuelen for his dedicated public service as a Trustee for the Village of Mukwonago.

Johnson/Decker motion to approve Resolution 2020-20 A Resolution to recognize former Trustee Jay Vermuelen for his dedicated public service as a Trustee for the Village of Mukwonago.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

Closed Session

Decker/Johnson motion to go into Closed Session pursuant to Wis. Stats § 19.85 (1) (g) (Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation) concerning Greenwald Family Ltd. Partnership v. Village of Mukwonago, and pursuant to Wis. Stats. § 19.85(1)(e) (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons

require a closed session) for negotiation on the acquisition of land for access to Maple Center Development.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

Open Session

Decker/Johnson motion to reconvene into open session pursuant to Wis. Stats. §19.85(2) at 6:45pm. Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky. Unanimously carried.

No further action was necessary.

Adjournment

Meeting was adjourned at 6:46pm.

Respectfully Submitted,

/s/ Diana Dykstra, CMC
Village Clerk-Treasurer

Accounts Payable Cover Sheet

Report:	Period or corresponding report date		
Village Accounts Payable	5/7/2020	\$	277,965.41
Library Accounts Payable		\$	6,398.23
Spectrum (ach withdrawal)		\$	2,959.40
WE Energies (ach withdrawal)		\$	35,158.23
Tax Lottery Credit (4-15-2020)		\$	174,019.88
US Bank (ach withdrawal)		\$	21,617.32
Manual Checks or E-checks issued	04/03/20 & 04/07/20	\$	5,685.30
Manual Checks or E-checks issued	4/13/2020	\$	1,160.25
Manual Checks or E-checks issued	4/15/2020	\$	10,064.26
Manual Checks or E-checks issued	4/16/20 E-checks	\$	75,498.63
Manual Checks or E-checks issued	4/16/20 PR checks	\$	5,458.71
Manual Checks or E-checks issued	4/27/2020	\$	52,694.51
Total for Approval:		\$	<u>668,680.13</u>

The preceding list of bills payable was approved for payment

Date: _____

Approved by: _____

05/01/2020 10:34 AM
 User: mschneider
 DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO
 EXP CHECK RUN DATES 05/07/2020 - 05/07/2020
 UNJOURNALIZED OPEN
 BANK CODE: GEN - CHECK TYPE: PAPER CHECK

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: 10-33 1544	VEHICLE SERVICES, LLC CAPITAL BUDGET - SQUADS & EQUIPMENT PUT	430-5700-571100	1,232.50	1,232.50 POLICE
TOTAL VENDOR 10-33 VEHICLE SERVICES, LLC				1,232.50
VENDOR NAME: 5 169017-1	ALARM FIRE & SAFETY SCBA CAPITAL PROJECT	430-5700-571300	1,030.00	1,030.00 FIRE
TOTAL VENDOR 5 ALARM FIRE & SAFETY				1,030.00
VENDOR NAME: AIRGAS USA LLC 9099995782	EMS SUPPLIES	150-5231-531100	604.76	604.76 FIRE
TOTAL VENDOR AIRGAS USA LLC				604.76
VENDOR NAME: ALSCO IMIL1557027	APRIL 9TH MAT CLEANING SERVICE	100-5211-539400	43.89	43.89 POLICE
IMIL1561141	APRIL 23 MAT CLEANING IN DEPARTMENT	100-5211-539400	43.89	43.89 POLICE
TOTAL VENDOR ALSCO				87.78
VENDOR NAME: AM TOWING W26561	STREET SWEEPER REPAIRS	100-5324-539500	1,754.93	1,754.93 DPW
W26611	PATROL TRUCK # 9 REPAIRS	100-5324-539500	971.91	971.91 DPW
TOTAL VENDOR AM TOWING				2,726.84
VENDOR NAME: ANICH LUMBER 56299	SHOP STOCK STEEL	100-5323-531100	195.30	195.30 DPW
TOTAL VENDOR ANICH LUMBER				195.30
VENDOR NAME: AT & T MOBILITY 287291370101X04152	(AT&T FIRST NET APRIL CELLULAR AND AIRCAR	100-5211-522500	580.33	580.33 POLICE
TOTAL VENDOR AT & T MOBILITY				580.33
VENDOR NAME: AURORA HEALTH CARE 1795688	PHYSICAL & DRUG SCREEN FOR NEW RESERVE O	100-5212-521900	96.00	96.00 POLICE
TOTAL VENDOR AURORA HEALTH CARE				96.00
VENDOR NAME: BAKER TILLY VIRCHOW KRAUSE				

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: BAKER TILLY VIRCHOW KRAUSE				
BT1578276	2019 AUDIT - PROGRESS BILL #2	100-5151-521900	4,185.47	22,800.00 FINANCE
		150-5221-521900	1,269.48	
		200-5141-521900	2,010.33	
		410-5363-521900	475.00	
		430-5141-521900	780.43	
		440-5511-521900	878.71	
		480-5151-521900	1,633.17	
		500-5344-521900	28.92	
		600-5140-582700	6.69	
		600-5140-582800	31.50	
		600-5140-582900	6.54	
		610-5140-582600	53.47	
		620-5140-583000	19.75	
		220-5151-521900	300.00	
		240-5151-521900	600.00	
		250-5151-521900	3,500.00	
		610-6920-692300	3,500.00	
		620-8400-852000	3,500.00	
		810-5140-521900	20.54	
TOTAL VENDOR BAKER TILLY VIRCHOW KRAUSE				22,800.00
VENDOR NAME: BOUND TREE MEDICAL LLC				
83600975	EMS SUPPLIES	150-5231-531100	120.00	120.00 FIRE
TOTAL VENDOR BOUND TREE MEDICAL LLC				120.00
VENDOR NAME: BRAUN THYSSEN KRUPP ELEVATOR				
6632	VILLAGE HALL ELEVATOR INSPECTION	100-5160-521900	193.36	193.36 DPW
TOTAL VENDOR BRAUN THYSSEN KRUPP ELEVATOR				193.36
VENDOR NAME: C & M AUTO PARTS INC				
6079-315399	JD TRACTOR OIL FILTERS	100-5324-539500	33.98	33.98 DPW
6079-315686	SQD#38 - NEW BATTERY	100-5212-539500	129.99	129.99 POLICE
6079-316215	JDTRACTOR BELT	100-5324-539500	28.94	28.94 DPW
TOTAL VENDOR C & M AUTO PARTS INC				192.91
VENDOR NAME: CARDINAL PRINT GROUP				
17174	OFF TIME (VAC, HO, COMP) REQUEST FORMS	100-5212-531200	39.00	39.00 POLICE
17173	OVERTIME/COMPENSATORY TIME SLIPS	100-5212-531200	72.50	72.50 POLICE
TOTAL VENDOR CARDINAL PRINT GROUP				111.50
VENDOR NAME: CENTRAL OFFICE SYSTEMS				

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: CENTRAL OFFICE SYSTEMS				
67697220	MAY 2020 LEASE PAYMENT	100-5142-531200	23.10	165.00 ALLOCATE
		150-5221-531100	21.45	
		220-5140-531200	1.65	
		410-5363-531200	3.30	
		440-5511-531200	8.25	
		500-5344-531200	1.65	
		610-6902-690300	54.45	
		620-8400-851000	51.15	
67696809	COPIER INVOICE	150-5221-531100	92.00	92.00 FIRE
TOTAL VENDOR CENTRAL OFFICE SYSTEMS				257.00
VENDOR NAME: CENTURYLINK				
2020 APRIL	2020 APRIL TELEPHONE SERVICE	100-5142-522500	73.31	521.48 MULTIPLE
		100-5323-522500	93.13	
		100-5512-522500	113.73	
		440-5511-522500	111.80	
		610-6920-692100	31.78	
		620-8400-851000	97.73	
2020 APRIL 301231498	2020 APRIL PD TELEPHONE BILL 301231498	100-5211-522500	53.71	53.71 POLICE
TOTAL VENDOR CENTURYLINK				575.19
VENDOR NAME: CERTIFIED LABORATORIES				
3909557	WATER WWTF DISENFECTANT	610-6920-693000	230.85	461.69 UTILITIES
		620-8010-827000	230.84	
3910215	WWTF DISENFECTANT	620-8010-827000	169.53	169.53 UTILITIES
TOTAL VENDOR CERTIFIED LABORATORIES				631.22
VENDOR NAME: CHEMTRADE CHEMICALS US LLC				
92879676	PHOSPHORUS REMOVAL CHEMICAL	620-8010-824000	9,642.15	9,642.15 UTILITIES
TOTAL VENDOR CHEMTRADE CHEMICALS US LLC				9,642.15
VENDOR NAME: CINTAS				
4048887565	UNIFORM SERVICE	610-6920-693000	46.88	93.75 UTILITIES
		620-8010-827000	46.87	
4048887607	STAFF UNIFORMS	100-5323-531100	96.92	96.92 DPW
4047720601	UNIFORM SERVICE	610-6920-693000	46.88	93.75 UTILITIES
		620-8010-827000	46.87	
4047720689	SATFF UNIFORMS	100-5323-531100	96.92	96.92 DPW
4048330421	UNIFORM SERVICE	610-6920-693000	39.88	79.75 UTILITIES
		620-8010-827000	39.87	
4048330556	STAFF UNIFORMS	100-5323-531100	96.92	96.92 DPW

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: CINTAS			
	TOTAL VENDOR CINTAS		558.01
VENDOR NAME: CIT 35252338	WWTF PHONE SERVICE	620-8400-851000 88.64	88.64 UTILITIES
	TOTAL VENDOR CIT		88.64
VENDOR NAME: CITY OF DELAFIELD 2020 SCIT DUES	2020 SUBURBAN CRITICAL INCIDENT TEAM (SC100-5211-521900	6,000.00	6,000.00 POLICE
	TOTAL VENDOR CITY OF DELAFIELD		6,000.00
VENDOR NAME: CITY OF MUSKEGO 2020 FEB BOTS GRAN	2020 FEBRUARY BOTS ALCOHOL ENFORCEMENT/S100-4300-435500	1,039.24	1,039.24 POLICE
	TOTAL VENDOR CITY OF MUSKEGO		1,039.24
VENDOR NAME: CITY OF NEW BERLIN 2020 FEB BOTS GRAN	2020 FEBRUARY BOTS ALCOHOL ENFORCEMENT/100-4300-435500	1,677.56	1,677.56 POLICE
	TOTAL VENDOR CITY OF NEW BERLIN		1,677.56
VENDOR NAME: COLUMBIA SOUTHERN UNIVERSITY BCJ 2501	OFFICER KUBIAK COURSE BCJ 2501-CRIMINOLO100-5212-516300	690.00	690.00 POLICE
	TOTAL VENDOR COLUMBIA SOUTHERN UNIVERSITY		690.00
VENDOR NAME: CORE & MAIN LP M200679	WATER SERVICE REPAIR PARTS	610-6452-665200 124.50	124.50 UTILITIES
	TOTAL VENDOR CORE & MAIN LP		124.50
VENDOR NAME: COTTRELL, DARRELL OR JEAN REFUND042020	UB REFUND ACCT 4290	610-0000-142000 600.00	600.00 ALLOCATE
	TOTAL VENDOR COTTRELL, DARRELL OR JEAN		600.00
VENDOR NAME: DE LAGE LANDEN FINANCIAL 67641340	COPY MACHINE LEASE- APRIL	100-5211-521900 108.00	108.00 POLICE
	TOTAL VENDOR DE LAGE LANDEN FINANCIAL		108.00
VENDOR NAME: DIGGERS HOTLINE INC 200338301	DIGGERS HOTLINE LOCATING	610-6920-693000 123.38	123.38 UTILITIES
	TOTAL VENDOR DIGGERS HOTLINE INC		123.38
VENDOR NAME: EBIX 10211	EBIX INVOICE	150-5231-521900 6,711.82	6,711.82 FIRE
	TOTAL VENDOR EBIX		6,711.82
VENDOR NAME: EHLERS 83216	FINANCIAL CONSULT - DEBACK DRIVE/OVERLAY100-5141-521900	5,200.00	5,200.00 ADMIN
	TOTAL VENDOR EHLERS		5,200.00
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS 2153381	EMS SUPPLIES	150-5231-531100 57.52	57.52 FIRE
2156005	EMS SUPPLIES	150-5231-531100 336.38	336.38 FIRE
2158441	EMS SUPPLIES	150-5231-531100 304.10	304.10 FIRE

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS					
2159109	EMS SUPPLIES	150-5231-531100	457.15	457.15	FIRE
2160252	EMS SUPPLIES	150-5231-531100	159.80	159.80	FIRE
TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS				1,314.95	
VENDOR NAME: ENTRANCE SYSTEMS					
30690	ELECTRIC GATE MAINTENANCE	620-8010-833000	460.00	460.00	UTILITIES
TOTAL VENDOR ENTRANCE SYSTEMS				460.00	
VENDOR NAME: ENVIRONMENT CONTROL					
491-613CM	VH CLEANING	100-5160-521900	(184.05)	(184.05)	DPW
13904-613	VILLAGE HALL CLEANING	100-5160-521900	298.00	298.00	DPW
TOTAL VENDOR ENVIRONMENT CONTROL				113.95	
VENDOR NAME: FASTENAL COMPANY					
WIMUK82137	TIGER MOWER BEARINGS	100-5324-539500	79.52	79.52	DPW
WIMUK82109	SHOP SUPPLIES	100-5323-531100	20.97	20.97	DPW
WIMUK81921	WWTF LAB HAND TOWELS	620-8010-826000	25.80	25.80	UTILITIES
TOTAL VENDOR FASTENAL COMPANY				126.29	
VENDOR NAME: FOTH INFRASTRUCTURE &					
66961	STREETSCAPE AND WAYFINDING SIGNAGE	480-5700-521900	6,900.00	6,900.00	PLANNER
TOTAL VENDOR FOTH INFRASTRUCTURE &				6,900.00	
VENDOR NAME: GARDEN MART/THE					
2020 APRIL 23 0854	VILLAGE HALL LANDSCAPING	100-5160-582100	59.96	59.96	DPW
2020 APRIL 23 1217	VILLAGE HALL LANDSCAPING SUPPLIES	100-5160-539500	2,376.00	2,376.00	DPW
TOTAL VENDOR GARDEN MART/THE				2,435.96	
VENDOR NAME: GENESEE AGGREGATE CORP					
T9900	WWTF SAND AND STONE HAULING CHARGE TO RE	620-8010-833000	854.75	854.75	UTILITIES
9900	SAND AND STONE FOR DRYING BEDS 1 AND 3	620-8010-833000	1,335.63	1,335.63	UTILITIES
TOTAL VENDOR GENESEE AGGREGATE CORP				2,190.38	
VENDOR NAME: HAWKINS WATER TREATMENT					
4698795	WATER TREATMENT CHEMICALS	610-6300-663100	502.50	502.50	UTILITIES
4696482	WATER CHEMICALS FOR TREATMENT	610-6300-663100	2,218.10	2,218.10	UTILITIES
TOTAL VENDOR HAWKINS WATER TREATMENT				2,720.60	
VENDOR NAME: HIPPENMEYER, REILLY, BLUM,					
49398	MEADOWLAND TOWN HOMES	100-0000-211425	52.50	52.50	FINANCE
49397	MISC MATTERS	100-5130-521900	4,980.50	4,980.50	FINANCE
49399	PROSECUTIONS	100-5130-521900	607.50	607.50	FINANCE
TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,				5,640.50	
VENDOR NAME: HOME DEPOT					

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VENDOR NAME: HOME DEPOT				
2020 APRIL DPW	MISC PARK, VILLAGE HALL AND SHOP SUPPLIE	100-5521-531100	286.23	820.52 DPW
		100-5160-539500	34.31	
		100-5323-539500	230.99	
		100-5323-531100	20.58	
		100-5160-531100	248.41	
TOTAL VENDOR HOME DEPOT				820.52
VENDOR NAME: HORN OIL				
2020 MARCH FUEL	MONTHLY FUEL	100-5212-535100	1,792.04	4,876.30 ALLOCATE
		100-5241-535100	67.26	
		100-5324-535100	890.64	
		150-5222-535100	341.67	
		150-5231-535100	1,321.24	
		610-6920-693300	266.91	
		620-8010-828000	41.39	
		100-5324-539500	49.00	
		100-5324-535100	37.20	
		620-8010-832000	68.95	
TOTAL VENDOR HORN OIL				4,876.30
VENDOR NAME: JEFFERSON FIRE & SAFETY				
IN117265	NOZZLE REPAIR	150-5222-539500	97.95	97.95 FIRE
TOTAL VENDOR JEFFERSON FIRE & SAFETY				97.95
VENDOR NAME: JENNIFER OR AARON REHL				
2020 PARK REFUND	2020 PARK RESERVATION CANCELLED	100-4820-485000	175.00	175.00 CLERK
TOTAL VENDOR JENNIFER OR AARON REHL				175.00
VENDOR NAME: JET VAC ENVIRONMENTAL				
0000002498	NEW VALVE EXCERCISER ACCESSORIES	610-0000-139200	4,465.00	4,465.00 UTILITIES
TOTAL VENDOR JET VAC ENVIRONMENTAL				4,465.00
VENDOR NAME: KARL JAMES & COMPANY LLC				
MUK002020000010	BRANDING NARRATIVE AND LOGO DESIGN	100-5141-521900	5,000.00	7,500.00 ADMIN
		100-5670-521900	2,500.00	
MUK002020000018	ADD PROPERTY TAX ICON TO WEBSITE	100-5142-521900	350.00	350.00 CLERK
TOTAL VENDOR KARL JAMES & COMPANY LLC				7,850.00
VENDOR NAME: LANGE ENTERPRISES INC				
72178	VILLAGE HALL MAILBOX SIGN	100-5160-531100	33.11	33.11 DPW
72215	STREET SIGN SUPPLIES	100-5348-531100	1,279.05	1,279.05 DPW
TOTAL VENDOR LANGE ENTERPRISES INC				1,312.16
VENDOR NAME: LEE RECREATION LLC				
12706-20	FIELD PARK PLAY STRUCTURE INSTALLATION	480-5700-584900	25,590.00	25,590.00 DPW

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VENDOR NAME: LEE RECREATION LLC					
TOTAL VENDOR LEE RECREATION LLC				25,590.00	
VENDOR NAME: LYNCH MOTOR VEHICLE GROUP					
1GC3YLE7XLF203119	2020 SILVERODO PICKUP	430-5700-571200	38,188.88	38,188.88	DPW
TOTAL VENDOR LYNCH MOTOR VEHICLE GROUP				38,188.88	
VENDOR NAME: MACQUEEN EQUIPMENT					
P14599	STREET SWEEPER PARTS	100-5345-539500	493.64	493.64	DPW
TOTAL VENDOR MACQUEEN EQUIPMENT				493.64	
VENDOR NAME: MARTENS PLBG & HTG INC					
51787	PARK UNRIAL REPLACEMENT	100-5521-531100	1,400.00	1,400.00	DPW
53599	PHANTOM GLEN BATHROOM REMODEL	480-5700-584900	9,977.00	9,977.00	DPW
TOTAL VENDOR MARTENS PLBG & HTG INC				11,377.00	
VENDOR NAME: MATT WINCHESTER					
2020 REIMBURSEMENT	2020 CLOTHING ALLOWANCE - WINCHESTER	150-5222-534600	50.00	50.00	FIRE
TOTAL VENDOR MATT WINCHESTER				50.00	
VENDOR NAME: MESSAGEUS.COM					
200910134	WWTF PHONE	620-8400-851000	7.67	7.67	UTILITIES
TOTAL VENDOR MESSAGEUS.COM				7.67	
VENDOR NAME: MRA - THE MANAGEMENT ASSOC					
00363187	HR INFO RESOURCE ANNUAL FEE	100-5141-521900	1,250.00	1,250.00	FINANCE
TOTAL VENDOR MRA - THE MANAGEMENT ASSOC				1,250.00	
VENDOR NAME: MUKWONAGO AUTO PARTS - GENERAL					
098506	SKIDSTEER PARTS	620-8010-827000	83.51	83.51	UTILITIES
099885	WATER GENERATOR MAINT.	620-8010-821300	33.53	33.53	UTILITIES
099339	HYDRANT FLUSHING	610-6454-665400	43.97	43.97	UTILITIES
098978	JD BROOM PARTS	100-5324-539500	5.69	5.69	DPW
099128	DYE FOR LEAK TESTING TIGER MOWER	100-5324-539500	14.58	14.58	DPW
TOTAL VENDOR MUKWONAGO AUTO PARTS - GENERAL				181.28	
VENDOR NAME: MUKWONAGO LIONS FOUNDATION					
2020 PARK REFUND	2020 PARK RENTAL REFUND - EASTER EGG HUN	100-4820-485000	50.00	70.00	CLERK
		100-4430-445300	20.00		
TOTAL VENDOR MUKWONAGO LIONS FOUNDATION				70.00	
VENDOR NAME: MUKWONAGO ROTARY CLUB					
2020 Q2 DUES	2ND Q DUES	100-5211-532400	41.00	123.00	FINANCE
		100-5141-532400	41.00		
		100-5300-532400	41.00		
TOTAL VENDOR MUKWONAGO ROTARY CLUB				123.00	
VENDOR NAME: NOAH CURTIS					

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VENDOR NAME: NOAH CURTIS				
2020 CLOTHING REIM	2020 CLOTHING REIMBURSEMENT - NOAH CURTI	150-5222-534600 50.00	50.00	FIRE
TOTAL VENDOR NOAH CURTIS			50.00	
VENDOR NAME: NORTH SHORE BANK FSB				
2020 MELO PAYOUT	2020 PAYOUT ADJUSTMENT FOR MELO SICK LEA	100-5211-515800 930.10	930.10	FINANCE
TOTAL VENDOR NORTH SHORE BANK FSB			930.10	
VENDOR NAME: OLSEN SAFETY EQUIPMENT				
0375986-IN	SAFETY GLASSES	620-8010-827000 77.00	77.00	UTILITIES
TOTAL VENDOR OLSEN SAFETY EQUIPMENT			77.00	
VENDOR NAME: PARAGON DEVELOPMENT SYSTEMS				
1135156	BADGER BOOKS	430-5700-571000 15,136.00	15,136.00	FINANCE
1135157	BADGER BOOKS	430-5700-571000 242.00	242.00	FINANCE
15005615	BADGER BOOKS	430-5700-571000 26.00	26.00	FINANCE
TOTAL VENDOR PARAGON DEVELOPMENT SYSTEMS			15,404.00	
VENDOR NAME: PARK VIEW MIDDLE SCHOOL				
2020 PARK REFUND	2020 REFUND FOR PARK RENTAL 6/8/2020	100-4820-485000 175.00	175.00	CLERK
TOTAL VENDOR PARK VIEW MIDDLE SCHOOL			175.00	
VENDOR NAME: PHIL'S ELECTRIC DRAIN SERVICE				
240603	PRIVATE LATERAL CLEANOUT DUE TO OUR MAIN	620-8030-531000 185.00	185.00	UTILITIES
TOTAL VENDOR PHIL'S ELECTRIC DRAIN SERVICE			185.00	
VENDOR NAME: PORT-A-JOHN, INC				
1311910-IN	PARKS PORTABLE RESTROOMS	100-5521-531100 88.00	88.00	DPW
TOTAL VENDOR PORT-A-JOHN, INC			88.00	
VENDOR NAME: PROHEALTH CARE FOUNDATION				
2020 PARK REFUND	2020-04-02 PARK REFUND - PARK WALK FOR C	100-4430-445300 20.00	795.00	CLERK
		100-4820-485000 550.00		
		100-4820-485000 225.00		
TOTAL VENDOR PROHEALTH CARE FOUNDATION			795.00	
VENDOR NAME: PROHEALTH CARE LAB BILLING				
17433063	OAWI ARREST BLOOD DRAW	100-5212-521900 35.00	35.00	POLICE
TOTAL VENDOR PROHEALTH CARE LAB BILLING			35.00	
VENDOR NAME: PROHEALTH CARE MEDICAL ASSOC INC				
303253	WATER PREEMPLOYMENT PHYSICAL	610-6920-693000 182.00	182.00	UTILITIES
303077	RESERVE OFFICER DRUG AND PHYSICAL TEST	100-5212-521900 95.00	95.00	POLICE
302895	ENTRY PHYSICAL	150-5221-521900 401.00	401.00	FIRE
TOTAL VENDOR PROHEALTH CARE MEDICAL ASSOC INC			678.00	
VENDOR NAME: PROVEN POWER INC				
02-328089	JD BROOM AND BLOWER BEARINGS	100-5324-539500 68.84	68.84	DPW

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VENDOR NAME: PROVEN POWER INC			
	TOTAL VENDOR PROVEN POWER INC		68.84
VENDOR NAME: QUILL LLC			
6135608	LYSOL ANTIBACTERIAL KITCHEN CLEANER FOR	100-5212-531100 8.45	8.45 POLICE
6024752	WYPALL WIPES FOR CLEANING AND TAB DIVIDE	100-5211-531100 8.68	62.56 POLICE
		100-5211-539400 53.88	
6147877	WYPALL WIPES FOR CLEANING - 2 BOXES OF X	100-5211-539400 37.36	37.36 POLICE
6024285	PAPER	100-5142-531100 7.84	55.98 ALLOCATE
		150-5221-531100 7.28	
		220-5140-531100 0.56	
		410-5363-531100 1.12	
		440-5511-531100 2.80	
		500-5344-531100 0.56	
		610-6902-690300 18.47	
		620-8400-856000 17.35	
6024285 VH	11 X 17 PAPER AND GLUE STICKS	100-5141-531100 76.99	104.57 FINANCE
		100-5142-531100 27.58	
TOTAL VENDOR QUILL LLC			268.92
VENDOR NAME: RICOH USA, INC			
33359116	COPIER LEASE PAYMENT	100-5142-531200 23.88	170.61 FINANCE
		150-5221-531100 22.18	
		220-5140-531200 1.71	
		410-5363-531200 3.41	
		440-5511-531200 8.53	
		500-5344-531200 1.71	
		610-6902-690300 56.30	
		620-8400-851000 52.89	
TOTAL VENDOR RICOH USA, INC			170.61
VENDOR NAME: RUEKERT & MIELKE, INC.			
131593	12-10044-300 BOX SELF STORAGE- CONSTRUCT	100-0000-211425 179.76	179.76 FINANCE
131594	12-10057-100 EDGEWOOD APARTMENTS DEVELOP	100-0000-211425 581.26	581.26 FINANCE
131595	12-10062-102 MASD HIGH SCHOOL EXPANSION	100-0000-211425 157.50	157.50 FINANCE
131605	12-10109-300 SUPER PRODUCTS EROSION CONT	100-0000-211425 160.51	160.51 FINANCE
131607	12-10118-300 TOUCHPAD ELECTRONICS - EROS	100-0000-211425 160.51	160.51 FINANCE
131608	12-10120-300 PHANTOM LAKES PRESERVE - CO	100-0000-211425 12,101.77	12,101.77 FINANCE
131611	12-10130-100 HITTMAN PROPERTY DEVELOPMEN	100-0000-211425 545.25	545.25 FINANCE
131613	1292136-102 CHAPMAN FARM VILLAS DEVELOPM	100-0000-211425 218.00	218.00 FINANCE
131590	12-00000.100 General Services	100-5335-521900 8,114.91	8,900.91 FINANCE
		100-5521-531100 786.00	
131591	12-00000.300 Water Utility Services	610-6920-692300 932.50	932.50 FINANCE
131592	12-00000.400 Sewer Utility Services	620-8400-852000 611.69	611.69 FINANCE

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: RUEKERT & MIELKE, INC.				
131596	12-10063.210 2020 GIS Services - GIS Dat	610-6920-692300 1,262.50 100-5344-521900 850.00	2,112.50	FINANCE
131597	12-10068.300 Construction Services Sugde	250-5335-521900 420.50	420.50	FINANCE
131599	12-10075.300 WWTF Septage Receiving, Dig	620-0000-000110 528.56	528.56	FINANCE
131600	12-10081.300 Well 5 Iron Filter / Constr	610-0000-000109 9,184.10	9,184.10	FINANCE
131602	12-10096.300 Deback Drive Infrastructure	200-5335-521900 6,050.05	6,050.05	FINANCE
131603	12-10098.110 Mukwonago WWTF Phosphorus A	620-8400-852000 1,472.25	1,472.25	FINANCE
131604	12-10104.300 Mukwonago Animal Hospital R	100-0000-211400 158.00	158.00	FINANCE
131606	12-10015.300 2019 Well & Well Pump Impro	610-6920-692300 1,774.50	1,774.50	FINANCE
131610	12-10029.200 Miniwaukan Park Multi-Use T	480-5700-585000 2,061.00	2,061.00	FINANCE
131612	12-92041.486 2020 SCADA Service Work	610-6920-692300 1,638.55 620-8400-852000 1,638.55	3,277.10	FINANCE
131614	12-92136.203 Chapman Farms / Special Ass	200-5335-521900 256.00	256.00	FINANCE
TOTAL VENDOR RUEKERT & MIELKE, INC.			51,844.22	
VENDOR NAME: SABEL MECHANICAL LLC				
3586	6" SCUM PIT DRAIN VALVE	620-8010-833000 1,226.50	1,226.50	UTILITIES
TOTAL VENDOR SABEL MECHANICAL LLC			1,226.50	
VENDOR NAME: SCAN GROUP				
202063	PPE FACE SHIELDS ELECTION WORKERS	100-5144-531100 112.50	112.50	CLERK
TOTAL VENDOR SCAN GROUP			112.50	
VENDOR NAME: SHRED-IT USA				
8129656376	MONTHLY SHREDDING BILL	100-5211-539500 144.44	144.44	POLICE
8129619147	DOCUMENT SHREDDING SERVICE	100-5141-531100 31.19 100-5142-531100 15.59 100-5632-531100 15.60	62.38	FINANCE
TOTAL VENDOR SHRED-IT USA			206.82	
VENDOR NAME: STRYKER SALES CORP				
2993186M	EMS SUPPLIES	150-5231-531100 664.02	664.02	FIRE
2987767M	PHYSIO CONTROL LP15 SRVICE CONTRACT	150-5231-539500 6,364.80	6,364.80	FIRE
TOTAL VENDOR STRYKER SALES CORP			7,028.82	
VENDOR NAME: SUSTAINABLE WILDLIFE HABITATS				
2525017	PARK AND STREET TREES	340-5890-580601 2,041.25	2,041.25	DPW
TOTAL VENDOR SUSTAINABLE WILDLIFE HABITATS			2,041.25	
VENDOR NAME: THE EXPEDITERS INC				
2566	EMERGENCY TELEVISIONING LO FOR COUNTY HIGHW	620-8030-531000 1,794.50	1,794.50	UTILITIES
TOTAL VENDOR THE EXPEDITERS INC			1,794.50	
VENDOR NAME: TRILOGY CONSULTING LLC				
1030	OUTSIDE SERVICES RATE QUESTIONS	620-8400-852000 27.50	27.50	UTILITIES

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VENDOR NAME: TRILOGY CONSULTING LLC				
	TOTAL VENDOR TRILOGY CONSULTING LLC			27.50
VENDOR NAME: VANGUARD COMPUTERS INC				
50109	SAFER AT HOME WORKSTATIONS	100-5141-531100	1,576.52	1,576.52 ADMIN
50050	SAFER AT HOME WORKSTATION	100-5141-531100	788.26	788.26 ADMIN
	TOTAL VENDOR VANGUARD COMPUTERS INC			2,364.78
VENDOR NAME: VERIZON WIRELESS				
3909577	VERIZON INVOICE	150-5221-522500	100.20	100.20 FIRE
9852488122	MONTHLY BILL 885503900-00002	150-5221-522500	20.65	275.25 MULTIPLE
		100-5323-522500	20.65	
		610-6920-692100	116.98	
		620-8400-851000	116.97	
9852488123	VERIZON 2020 APRIL BILL 885503900-00003	150-5221-522500	353.14	353.14 FIRE
9852488121	2020 APRIL MONTHLY BILL	100-5141-522500	137.01	650.97 MULTIPLE
		100-5241-522500	83.21	
		150-5221-522500	5.54	
		100-5211-522500	2.20	
		100-5323-522500	124.74	
		610-6920-692100	149.14	
		620-8400-851000	149.13	
	TOTAL VENDOR VERIZON WIRELESS			1,379.56
VENDOR NAME: W C T C FIRING RANGE				
APR-2020	FIREARMS TRAININ ON 04/21 FOR DEPARTMENT	100-5215-533500	160.00	160.00 POLICE
	TOTAL VENDOR W C T C FIRING RANGE			160.00
VENDOR NAME: WATERFORD STILLHOUSE				
12	2 GALLONS OF HAND SANITIZER	100-5212-531100	70.00	70.00 POLICE
	TOTAL VENDOR WATERFORD STILLHOUSE			70.00
VENDOR NAME: WAUKESHA CTY TREASURER				
2020-00000025	TAXES TAX PROCESSING INSTALLMENT WAUKESHA	100-5142-521900	2,805.22	2,805.22 CLERK
2020-00000048	MARCH 2020 INMATE BILLING	100-5212-521900	17.45	17.45 POLICE
	TOTAL VENDOR WAUKESHA CTY TREASURER			2,822.67
VENDOR NAME: WI DEPT OF JUSTICE-TIME				
455TIME-0000008562	2ND QUARTER BADGER NET, TIME ACCESS & OF	100-5211-521900	2,250.00	2,250.00 POLICE
	TOTAL VENDOR WI DEPT OF JUSTICE-TIME			2,250.00
VENDOR NAME: WI DNR				
WU87147	WATER DNR USAGE FEE	610-6920-692800	125.00	125.00 UTILITIES
	TOTAL VENDOR WI DNR			125.00
VENDOR NAME: WISCONSIN IMAGING SOLUTIONS LLC				
AR43370	COPEIR LEASE	620-8400-851000	38.50	38.50 UTILITIES
	TOTAL VENDOR WISCONSIN IMAGING SOLUTIONS LLC			38.50

INVOICE				APPROVAL	
NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	DEPARTMENT
VENDOR NAME: WOODLINE 2 LLC 254988	DPW SHOP DOOR REPLACEMENT	100-5323-539500	2,120.00	2,120.00	DPW
TOTAL VENDOR WOODLINE 2 LLC				2,120.00	
VENDOR NAME: ZARNOTH BRUSH WORKS 0179851-IN	SWEEPER BROOM	100-5345-539500	399.90	399.90	DPW
TOTAL VENDOR ZARNOTH BRUSH WORKS				399.90	
VENDOR NAME: ZEP SALES & SERVICE 9005070674	FLOOR CLEANER	150-5222-531100	99.20	198.40	FIRE
		150-5231-531100	99.20		
TOTAL VENDOR ZEP SALES & SERVICE				198.40	
GRAND TOTAL:				277,965.41	

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2035173928 40048	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/13/2020 CKIM	04/10/2020	3.14 3.14	0.00	Paid	Y 04/09/2020
2035173929 40049	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/13/2020 CKIM	04/10/2020	51.22 51.22	0.00	Paid	Y 04/09/2020
2035173930 40050	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/13/2020 CKIM	04/10/2020	600.11 600.11	0.00	Paid	Y 04/09/2020
2035173931 40051	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/13/2020 CKIM	04/10/2020	10.08 10.08	0.00	Paid	Y 04/09/2020
2035169336 40052	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/11/2020 CKIM	04/10/2020	8.39 8.39	0.00	Paid	Y 04/09/2020
2035169337 40053	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/11/2020 CKIM	04/10/2020	8.95 8.95	0.00	Paid	Y 04/09/2020
2035169339 40054	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/11/2020 CKIM	04/10/2020	45.83 45.83	0.00	Paid	Y 04/09/2020
2035181779 40055	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/18/2020 CKIM	04/10/2020	24.87 24.87	0.00	Paid	Y 04/09/2020
2035181780 40056	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/18/2020 CKIM	04/10/2020	45.05 45.05	0.00	Paid	Y 04/09/2020
2035181781 40057	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/18/2020 CKIM	04/10/2020	24.62 24.62	0.00	Paid	Y 04/09/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2035181782 40058	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/18/2020 CKIM	04/10/2020	44.09 44.09	0.00	Paid	Y 04/09/2020
70120048 40063	CENGAGE LEARNING BOOKS 440-5700-532800	03/12/2020 CKIM	04/10/2020	24.04 24.04	0.00	Paid	Y 04/09/2020
70115072 40064	CENGAGE LEARNING BOOKS 440-5700-532800	03/11/2020 CKIM	04/10/2020	22.10 22.10	0.00	Paid	Y 04/09/2020
70103413 40065	CENGAGE LEARNING BOOKS 440-5700-532800	03/09/2020 CKIM	04/10/2020	49.38 49.38	0.00	Paid	Y 04/09/2020
5604107 40179	QUILL LLC CLEANING SUPPLIES 440-5511-531100	03/17/2020 CKIM	04/10/2020	139.70 139.70	0.00	Paid	Y 04/09/2020
5601364 40180	QUILL LLC CLEANING SUPPLIES 440-5511-531100	03/17/2020 CKIM	04/10/2020	16.30 16.30	0.00	Paid	Y 04/09/2020
AR109459 40047	OFFICE COPYING EQUIPMENT SERVICE 2/12/20-3/11/20 440-5511-531000	03/08/2020 CKIM	04/10/2020	457.31 457.31	0.00	Paid	Y 04/09/2020
B5887901 40059	BRODART BOOKS 440-5700-532800	03/12/2020 CKIM	04/10/2020	335.27 335.27	0.00	Paid	Y 04/09/2020
B5885993 40060	BRODART BOOKS 440-5700-532800	03/10/2020 CKIM	04/10/2020	26.67 26.67	0.00	Paid	Y 04/09/2020
B5882934 40061	BRODART BOOKS 440-5700-532800	03/05/2020 CKIM	04/10/2020	29.68 29.68	0.00	Paid	Y 04/09/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
B5884034 40062	BRODART BOOKS 440-5700-532800	03/06/2020 CKIM	04/10/2020	14.72 14.72	0.00	Paid	Y 04/09/2020
441730 40181	GRUNAU COMPANY, INC BACKFLOW INSPECTION & REPAIR 440-5511-539500	03/20/2020 CKIM	04/10/2020	931.61 931.61	0.00	Paid	Y 04/09/2020
MARCH 40183	THE APPOINTED HOUSEWIFE RESTROON CLEANING 440-5511-531000	03/14/2020 CKIM	04/10/2020	300.00 300.00	0.00	Paid	Y 04/09/2020
MARCH 40066	TERRY BUCHMANN MARKERS 440-5511-531100	03/09/2020 CKIM	04/10/2020	72.40 72.40	0.00	Paid	Y 04/09/2020
5059162062 40178	RICOH USA, INC 12/26/19-3/25/20 440-5511-531000	03/21/2020 CKIM	04/10/2020	366.15 366.15	0.00	Paid	Y 04/09/2020
492204 40182	WILS 2020 BUYING POOL 440-5511-534400	03/25/2020 CKIM	04/10/2020	2,726.00 2,726.00	0.00	Paid	Y 04/09/2020
IMIL1554879 40232	ALSCO DUSTERS 440-5511-531100	04/02/2020 CKIM	04/10/2020	20.55 20.55	0.00	Paid	Y 04/09/2020
# of Invoices:	27	# Due:	0	Totals:	6,398.23	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				6,398.23	0.00		

--- TOTALS BY GL DISTRIBUTION ---

440-5511-531000	OUTSIDE SERVICES	1,123.46
440-5511-531100	SUPPLIES	248.95
440-5511-534400	SHARED COUNTY DATABASES	2,726.00
440-5511-539500	REPAIRS & MAINTENANCE	931.61
440-5700-532800	BOOKS	1,368.21

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	440 - LIBRARY FUND			6,398.23	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5511 - LIBRARY SERVICES			5,030.02	0.00		
	5700 - CAPITAL OUTLAY EXPENDITURES			1,368.21	0.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

04062020							
40301	TIME WARNER CABLE	04/06/2020	04/14/2020	2,959.40	0.00	Paid	Y
	MONTHLY BILL-APRIL 2020	rgallo					04/14/2020
	100-5120-522500	TELEPHONE		79.08			
	100-5141-522500	TELEPHONE		87.03			
	100-5142-522500	TELEPHONE		157.04			
	100-5144-521900	PROFESSIONAL SERVICES		26.34			
	100-5211-522500	TELEPHONE		838.63			
	100-5241-522500	TELEPHONE		44.30			
	100-5323-522500	TELEPHONE		79.79			
	100-5512-522500	TELEPHONE		166.96			
	150-5221-522500	TELEPHONE		797.39			
	220-5140-522500	TELEPHONE		2.53			
	410-5363-522500	Telephone		5.07			
	440-5511-522500	TELEPHONE		586.60			
	500-5344-522500	Telephone		2.53			
	610-6920-692100	OFFICE SUPPLIES & EXPENSES		43.05			
	620-8400-851000	OFFICE SUPPLIES & EXPENSES		43.06			
# of Invoices:	1	# Due:	0	Totals:	2,959.40	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				2,959.40	0.00		

--- TOTALS BY GL DISTRIBUTION ---

100-5120-522500	TELEPHONE	79.08
100-5141-522500	TELEPHONE	87.03
100-5142-522500	TELEPHONE	157.04
100-5144-521900	PROFESSIONAL SERVICES	26.34
100-5211-522500	TELEPHONE	838.63
100-5241-522500	TELEPHONE	44.30
100-5323-522500	TELEPHONE	79.79
100-5512-522500	TELEPHONE	166.96
150-5221-522500	TELEPHONE	797.39
220-5140-522500	TELEPHONE	2.53
410-5363-522500	Telephone	5.07
440-5511-522500	TELEPHONE	586.60
500-5344-522500	Telephone	2.53
610-6920-692100	OFFICE SUPPLIES & EXPENSES	43.05
620-8400-851000	OFFICE SUPPLIES & EXPENSES	43.06

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			1,479.17	0.00		
	150 - FIRE/AMBULANCE FUND			797.39	0.00		
	220 - TID#3 - GENERAL			2.53	0.00		
	410 - RECYCLING FUND			5.07	0.00		
	440 - LIBRARY FUND			586.60	0.00		
	500 - STORM WATER UTILITY			2.53	0.00		
	610 - WATER UTILITY FUND			43.05	0.00		
	620 - SEWER UTILITY FUND			43.06	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5120 - MUNICIPAL COURT			79.08	0.00		
	5140 - ADMINISTRATIVE & GENERAL			2.53	0.00		
	5141 - VILLAGE ADMINISTRATION/FINA			87.03	0.00		
	5142 - CLERK-TREASURER			157.04	0.00		
	5144 - ELECTIONS			26.34	0.00		
	5211 - POLICE ADMINISTRATION			838.63	0.00		
	5221 - FIRE ADMINISTRATION			797.39	0.00		
	5241 - BUILDING INSPECTOR			44.30	0.00		
	5323 - GARAGE			79.79	0.00		
	5344 - STORM SEWER			2.53	0.00		
	5363 - RECYCLING			5.07	0.00		
	5511 - LIBRARY SERVICES			586.60	0.00		
	5512 - MUSEUM			166.96	0.00		
	6920 - ADMINISTRATIVE & GENERAL EX			43.05	0.00		
	8400 - ADMINISTRATIVE & GENERAL			43.06	0.00		

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200403 40565	WE ENERGIES 6819-119-729 Hall 100-5160-522200	04/02/2020 rgallo 6819-119-729 Hall	05/05/2020	936.72 936.72	0.00	Paid	Y 04/30/2020
20200403 40566	WE ENERGIES 6819-119-729 Hall Gas 100-5160-522400	04/02/2020 rgallo 6819-119-729 Hall Gas	05/05/2020	261.33 261.33	0.00	Paid	Y 04/30/2020
20200403 40567	WE ENERGIES 0437-358-622 Flashers 100-5211-522200	04/02/2020 rgallo 0437-358-622 Flashers	05/05/2020	9.64 9.64	0.00	Paid	Y 04/30/2020
20200403 40568	WE ENERGIES 5000-725-767 PD Tower meter #05662 100-5211-522200	04/02/2020 rgallo 5000-725-767 PD Tower meter #05662	05/05/2020	43.57 43.57	0.00	Paid	Y 04/30/2020
20200403 40569	WE ENERGIES 8818-483-919 Tower Radio Bldg 100-5211-522200	04/02/2020 rgallo 8818-483-919 Tower Radio Bldg	05/05/2020	11.86 11.86	0.00	Paid	Y 04/30/2020
20200403 40570	WE ENERGIES 7410-051-890 Police 100-5211-522200	04/02/2020 rgallo 7410-051-890 Police	05/05/2020	1,351.51 1,351.51	0.00	Paid	Y 04/30/2020
20200403 40571	WE ENERGIES 8011-380-768 Police Garage 100-5211-522200	04/02/2020 rgallo 8011-380-768 Police Garage	05/05/2020	94.25 94.25	0.00	Paid	Y 04/30/2020
20200403 40572	WE ENERGIES 7879-450-073 Mukw Dam 100-5254-522200	04/02/2020 rgallo 7879-450-073 Mukw Dam	05/05/2020	22.47 22.47	0.00	Paid	Y 04/30/2020
20200403 40573	WE ENERGIES 3893-949-966 DPW Elec 100-5323-522200	04/02/2020 rgallo 3893-949-966 DPW Elec	05/05/2020	359.74 359.74	0.00	Paid	Y 04/30/2020
20200403 40574	WE ENERGIES 3608-115-165 DPW Gas 100-5323-522400	04/02/2020 rgallo 3608-115-165 DPW Gas	05/05/2020	336.98 336.98	0.00	Paid	Y 04/30/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200403 40575	WE ENERGIES 5001-021-384 Street Lights 100-5342-522200	04/02/2020 rgallo	05/05/2020	6,628.03 6,628.03	0.00	Paid	Y 04/30/2020
20200403 40576	WE ENERGIES 8808-380-714 Street Lights 100-5342-522200	04/02/2020 rgallo	05/05/2020	2,372.19 2,372.19	0.00	Paid	Y 04/30/2020
20200403 40577	WE ENERGIES 1438-746-449 Street Lights 100-5342-522200	04/02/2020 rgallo	05/05/2020	56.57 56.57	0.00	Paid	Y 04/30/2020
20200403 40578	WE ENERGIES 0647-211-550 School Crossing Lights 100-5342-522200	04/02/2020 rgallo	05/05/2020	17.06 17.06	0.00	Paid	Y 04/30/2020
20200403 40579	WE ENERGIES 0659-874-941 Museum 100-5512-522200	04/02/2020 rgallo	05/05/2020	206.17 206.17	0.00	Paid	Y 04/30/2020
20200403 40580	WE ENERGIES 2405-680-633 Andrews St. 100-5521-522200	04/02/2020 rgallo	05/05/2020	102.94 102.94	0.00	Paid	Y 04/30/2020
20200403 40581	WE ENERGIES 8046-699-403 Field Park 100-5521-522200	04/02/2020 rgallo	05/05/2020	118.51 118.51	0.00	Paid	Y 04/30/2020
20200403 40582	WE ENERGIES 8658-233-953 Fld Prk Baseball Lights 100-5521-522200	04/02/2020 rgallo	05/05/2020	21.02 21.02	0.00	Paid	Y 04/30/2020
20200403 40583	WE ENERGIES 6837-391-587 Parks 100-5521-522200	04/02/2020 rgallo	05/05/2020	26.32 26.32	0.00	Paid	Y 04/30/2020
20200403 40584	WE ENERGIES 5864-823-491 Concession Building 100-5521-522200	04/02/2020 rgallo	05/05/2020	67.04 67.04	0.00	Paid	Y 04/30/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200403 40585	WE ENERGIES 2054-702-968 Parks 100-5521-522200	04/02/2020 rgallo	05/05/2020	0.00 0.00	0.00	Paid	Y 04/30/2020
20200403 40586	WE ENERGIES 3277-621-318 F. Park Sump Pump 100-5521-522200	04/02/2020 rgallo	05/05/2020	19.16 19.16	0.00	Paid	Y 04/30/2020
20200403 40587	WE ENERGIES 1610-585-380 Parks 100-5521-522200	04/02/2020 rgallo	05/05/2020	44.76 44.76	0.00	Paid	Y 04/30/2020
20200403 40588	WE ENERGIES 3051-426-864 Miniwaukan Pavilion 100-5521-522200	04/02/2020 rgallo	05/05/2020	21.68 21.68	0.00	Paid	Y 04/30/2020
20200403 40589	WE ENERGIES 6881-040-700 Miniwauken Park 100-5521-522200	04/02/2020 rgallo	05/05/2020	20.34 20.34	0.00	Paid	Y 04/30/2020
20200403 40590	WE ENERGIES 7698-426-664 Fire 150-5221-522200	04/02/2020 rgallo	05/05/2020	1,694.62 1,694.62	0.00	Paid	Y 04/30/2020
20200403 40591	WE ENERGIES 9248-740-506 Library Elec 440-5511-522200	04/02/2020 rgallo	05/05/2020	1,739.52 1,739.52	0.00	Paid	Y 04/30/2020
20200403 40592	WE ENERGIES 4843-559-306 Library Gas 440-5511-522400	04/02/2020 rgallo	05/05/2020	683.32 683.32	0.00	Paid	Y 04/30/2020
20200403 40593	WE ENERGIES 9069-575-087 Well #3 Elec 610-6200-662200	04/02/2020 rgallo	05/05/2020	694.60 694.60	0.00	Paid	Y 04/30/2020
20200403 40594	WE ENERGIES 4400-457-029 Well #3 Gas 610-6200-662200	04/02/2020 rgallo	05/05/2020	34.66 34.66	0.00	Paid	Y 04/30/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200403 40595	WE ENERGIES 2409-366-321 Well #4 Elec 610-6200-662200	04/02/2020 rgallo	05/05/2020	636.54 636.54	0.00	Paid	Y 04/30/2020
20200403 40596	WE ENERGIES 0465-443-270 Well #4 Gas 610-6200-662200	04/02/2020 rgallo	05/05/2020	114.81 114.81	0.00	Paid	Y 04/30/2020
20200403 40597	WE ENERGIES 0801-988-732 Well #5 610-6200-662200	04/02/2020 rgallo	05/05/2020	2,896.62 2,896.62	0.00	Paid	Y 04/30/2020
20200403 40598	WE ENERGIES 4607-813-092 Well #6 610-6200-662200	04/02/2020 rgallo	05/05/2020	1,058.94 1,058.94	0.00	Paid	Y 04/30/2020
20200403 40599	WE ENERGIES 3234-559-591 Well #7 610-6200-662200	04/02/2020 rgallo	05/05/2020	1,488.11 1,488.11	0.00	Paid	Y 04/30/2020
20200403 40600	WE ENERGIES 9291-834-028 Greenwald 610-6200-662200	04/02/2020 rgallo	05/05/2020	329.44 329.44	0.00	Paid	Y 04/30/2020
20200403 40601	WE ENERGIES 8016-691-668 Booster Station 610-6200-662200	04/02/2020 rgallo	05/05/2020	729.33 729.33	0.00	Paid	Y 04/30/2020
20200403 40602	WE ENERGIES 3068-463-180 Tower 610-6200-662200	04/02/2020 rgallo	05/05/2020	32.04 32.04	0.00	Paid	Y 04/30/2020
20200403 40603	WE ENERGIES 7843-678-578 Atkinson Pump 620-8020-821000	04/02/2020 rgallo	05/05/2020	546.94 546.94	0.00	Paid	Y 04/30/2020
20200403 40604	WE ENERGIES 8238-765-652 Fox River View 620-8020-821000	04/02/2020 rgallo	05/05/2020	169.83 169.83	0.00	Paid	Y 04/30/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200403 40605	WE ENERGIES 6478-966-911 1224 Riverton 620-8020-821000	04/02/2020 rgallo	05/05/2020	100.21 100.21	0.00	Paid	Y 04/30/2020
20200403 40606	WE ENERGIES 8051-462-203 1240 N. Rochester 620-8020-821000	04/02/2020 rgallo	05/05/2020	122.62 122.62	0.00	Paid	Y 04/30/2020
20200403 40607	WE ENERGIES 7282-806-809 Holz Elec 620-8010-821100	04/02/2020 rgallo	05/05/2020	8,311.57 8,311.57	0.00	Paid	Y 04/30/2020
20200403 40608	WE ENERGIES 2404-776-809 Holz Gas 620-8010-821200	04/02/2020 rgallo	05/05/2020	196.49 196.49	0.00	Paid	Y 04/30/2020
20200403 40609	WE ENERGIES 9276-498-259 Digester Gas 620-8010-821200	04/02/2020 rgallo	05/05/2020	341.92 341.92	0.00	Paid	Y 04/30/2020
20200403 40610	WE ENERGIES 2008-500-143 Parks-200 S Rochester 100-5342-522200	04/02/2020 rgallo	05/05/2020	22.61 22.61	0.00	Paid	Y 04/30/2020
20200403 40611	WE ENERGIES 6482-485-554 police-CTH E N of 100-5211-522200	04/02/2020 rgallo	05/05/2020	63.63 63.63	0.00	Paid	Y 04/30/2020

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

# of Invoices:	47	# Due:	0	Totals:	35,158.23	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					35,158.23	0.00

--- TOTALS BY GL DISTRIBUTION ---

100-5160-522200	6819-119-729 Hall	936.72
100-5160-522400	6819-119-729 Hall Gas	261.33
100-5211-522200	0437-358-622 Flashers	1,574.46
100-5254-522200	7879-450-073 Mukw Dam	22.47
100-5323-522200	3893-949-966 DPW Elec	359.74
100-5323-522400	3608-115-165 DPW Gas	336.98
100-5342-522200	5001-021-384 Street Lights	9,096.46
100-5512-522200	0659-874-941 Museum	206.17
100-5521-522200	2405-680-633 Andrews St.	441.77
150-5221-522200	7698-426-664 Fire	1,694.62
440-5511-522200	9248-740-506 Library Elec	1,739.52
440-5511-522400	4843-559-306 Library Gas	683.32
610-6200-662200	9069-575-087 Well #3 Elec	8,015.09
620-8010-821100	7282-806-809 Holz Elec	8,311.57
620-8010-821200	2404-776-809 Holz Gas	538.41
620-8020-821000	7843-678-578 Atkinson Pump	939.60

--- TOTALS BY FUND ---

100 - GENERAL FUND	13,236.10	0.00
150 - FIRE/AMBULANCE FUND	1,694.62	0.00
440 - LIBRARY FUND	2,422.84	0.00
610 - WATER UTILITY FUND	8,015.09	0.00
620 - SEWER UTILITY FUND	9,789.58	0.00

--- TOTALS BY DEPT/ACTIVITY ---

5160 - VILLAGE HALL	1,198.05	0.00
5211 - POLICE ADMINISTRATION	1,574.46	0.00
5221 - FIRE ADMINISTRATION	1,694.62	0.00
5254 - DAMS	22.47	0.00
5323 - GARAGE	696.72	0.00
5342 - STREET LIGHTING	9,096.46	0.00
5511 - LIBRARY SERVICES	2,422.84	0.00
5512 - MUSEUM	206.17	0.00
5521 - PARKS	441.77	0.00
6200 - PUMPING OPERATIONS	8,015.09	0.00
8010 - WWTP-TREATMENT/DISPOSAL/GP	8,849.98	0.00
8020 - LIFT STATIONS/PUMPING EQUIP	939.60	0.00

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
APRIL 2020 40172	EAST TROY SCHOOL DISTRICT LOTTERY CREDIT APRIL 2020 720-0000-246200	04/01/2020 rgallo	04/03/2020	2,388.92	0.00	Paid	Y 04/01/2020
	EAST TROY SCHOOL TAX-APRIL 2020			2,388.92			
APRIL 2020 40175	MUKWONAGO AREA SCHOOLS LOTTERY CREDIT 720-0000-246000 720-0000-246000	04/01/2020 rgallo	04/03/2020	132,182.71	0.00	Paid	Y 04/01/2020
	WAUKESHA COUNTY SCHOOL TAX APRIL 2020			132,132.80			
	WALWORTH COUNTY SCHOOL TAX-APRIL 2020			49.91			
APRIL 2020 40176	PHANTOM LAKES MGMT DISTRICT LOTTERY CREDIT 720-0000-245000	04/01/2020 rgallo	04/03/2020	885.11	0.00	Paid	Y 04/01/2020
	PHANTOM LAKES MGT DIST TAX-APRIL 2020			885.11			
APRIL 2020 40174	W C T C LOTTERY CREDIT 720-0000-246100	04/01/2020 rgallo	04/03/2020	6,170.28	0.00	Paid	Y 04/01/2020
	WAUKESHA TECH COLLEGE TAX-APRIL 2020			6,170.28			
APRIL 2020 40170	WALWORTH CTY TREASURER COUNTY LOTTERY CREDIT 720-0000-243110	04/01/2020 rgallo	04/03/2020	1,003.82	0.00	Paid	Y 04/01/2020
	WALWORTH COUNTY TAX-APRIL 2020			1,003.82			
APRIL 2020 40173	WAUKESHA CTY TREASURER LOTTERY CREDIT 720-0000-243100	04/01/2020 rgallo	04/03/2020	31,176.18	0.00	Paid	Y 04/01/2020
	WAUKESHA COUNTY TAX-APRIL 2020			31,176.18			
APRIL 2020 40171	GATEWAY TECHNICAL COLLEGE LOTTERY CREDIT 720-0000-246300	03/25/2020 rgallo	04/03/2020	212.86	0.00	Paid	Y 04/01/2020
	GATEWAY COLLEGE TAX-APRIL 2020			212.86			
# of Invoices:	7	# Due:	0	Totals:	174,019.88	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					174,019.88	0.00	

--- TOTALS BY GL DISTRIBUTION ---

720-0000-243100	WAUKESHA COUNTY TAX-APRIL 2020	31,176.18
720-0000-243110	WALWORTH COUNTY TAX-APRIL 2020	1,003.82
720-0000-245000	PHANTOM LAKES MGT DIST TAX-APRIL 2020	885.11
720-0000-246000	WAUKESHA COUNTY SCHOOL TAX APRIL 2020	132,182.71
720-0000-246100	WAUKESHA TECH COLLEGE TAX-APRIL 2020	6,170.28
720-0000-246200	EAST TROY SCHOOL TAX-APRIL 2020	2,388.92
720-0000-246300	GATEWAY COLLEGE TAX-APRIL 2020	212.86

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	720 - TAX ESCROW AGENCY FUND			174,019.88	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 - BALANCE SHEET ACCOUNT			174,019.88	0.00		

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
SCHMIDT KEVIN B 40530	US BANK K SCHMIDT HOTEL ROOM FOR CHIEF'S 100-5211-533500	04/22/2020 rgallo	04/22/2020	(129.00) (129.00)	0.00	Paid	Y 04/22/2020
BITTNER RONALD 40531	US BANK REFUND WHOA 410-5363-533500 100-5323-533500 500-5344-533500	03/24/2020 rgallo Training & Travel TRAINING & TRAVEL Training & Travel	04/28/2020	(300.00) (50.00) (150.00) (100.00)	0.00	Paid	Y 04/23/2020
STIEN JEFFREY R 40532	US BANK REFUND EMS SUPPLIES- COVID 150-5231-531100	03/25/2020 rgallo SUPPLIES	04/28/2020	(154.90) (154.90)	0.00	Paid	Y 04/23/2020
CASTLE WAYNE A 40533	US BANK REFUND WWTF SUBSCRIPTION 620-8400-852000	04/01/2020 rgallo OUTSIDE SERVICES EMPLOYED	04/28/2020	(104.99) (104.99)	0.00	Paid	Y 04/23/2020
HARLEY ROBERT J 40560	US BANK REFUND FOR CONT ED IN APRIL 2020 100-5241-533500	03/17/2020 rgallo TRAINING & TRAVEL	04/28/2020	(164.00) (164.00)	0.00	Paid	Y 04/28/2020
FRISCH LAURA L 40561	US BANK REFUND FROM STAPLES 440-5511-531100	04/04/2020 rgallo SUPPLIES	04/28/2020	(28.79) (28.79)	0.00	Paid	Y 04/28/2020
ISELY MARY JO 40562	US BANK REFUND AMAZON AND DISNEY PLUS 440-5700-532900 440-5700-532900 440-5700-532900 440-5511-533500	03/28/2020 rgallo AV MATERIAL AV MATERIAL AV MATERIAL TRAINING & TRAVEL	04/28/2020	(82.41) (2.00) (0.51) (6.06) (73.84)	0.00	Paid	Y 04/28/2020
ZIMMERMANN ANGE 40563	US BANK REFUND COR AMAZON/UWEX/WI LIB ASSOC 440-5511-533100 440-5511-533500 440-5511-533500	03/27/2020 rgallo PROGRAMMING- TRAINING & TRAVEL TRAINING & TRAVEL	04/28/2020	(541.51) (65.41) (346.10) (130.00)	0.00	Paid	Y 04/28/2020
MILLER KENNETH 40564	US BANK REFUND FOR HOME DEPOT RETURN UTILITY	04/10/2020 rgallo	04/28/2020	(14.53)	0.00	Paid	Y 04/28/2020

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution 610-6210-662500			(14.53)			
BITTNER RONALD 40371	MINUTEMAN PRESS ABSENTEE ENVELOPES 100-5144-531100	04/01/2020 rgallo	04/28/2020	494.57 494.57	0.00	Paid	Y 04/15/2020
BITTNER RONALD 40372	COUSINS SUBS #9160 ELECTION LUNCH 100-5144-531100	04/07/2020 rgallo	04/28/2020	272.63 272.63	0.00	Paid	Y 04/15/2020
BITTNER RONALD 40373	AMZN MKTP US*1F9WV4803 SHOP SUPPLIES 100-5323-531100	04/15/2020 rgallo	04/28/2020	28.98 28.98	0.00	Paid	Y 04/15/2020
BROWN DAVID 40374	PIZZA HUT 035644 WWTF CONFINED SPACE TANK CLEANING 620-8010-832000	03/19/2020 rgallo	04/28/2020	76.34 76.34	0.00	Paid	Y 04/15/2020
BROWN DAVID 40375	PIZZA HUT 035644 WATER LUNCH VILLAGE HALL 610-6920-693000	03/24/2020 rgallo	04/28/2020	95.08 95.08	0.00	Paid	Y 04/15/2020
BROWN DAVID 40376	SCADATEC INC WATER WWTF SCADA SERVICE CONTRACT 610-6920-693000 620-8400-852000	03/25/2020 rgallo	04/28/2020	280.00 140.00 140.00	0.00	Paid	Y 04/15/2020
CASTLE WAYNE A 40378	MICROSOFT*STORE WWTF MICROSOFT SUBSCRIPTION 620-8400-852000	04/01/2020 rgallo	04/28/2020	104.99 104.99	0.00	Paid	Y 04/15/2020
CASTLE WAYNE A 40379	MICROSOFT*STORE WWTF MICROSOFT SUBSCRIPTION 620-8400-852000	04/01/2020 rgallo	04/28/2020	104.99 104.99	0.00	Paid	Y 04/15/2020
CASTLE WAYNE A 40380	USPS PO 5657100149 WATER FLUORIDE SAMPLE SHIPPING 610-6300-663200	04/02/2020 rgallo	04/28/2020	3.80 3.80	0.00	Paid	Y 04/15/2020
CASTLE WAYNE A 40381	RIVER S EDGE WASH & LUBE WWTF 2015 SERVICE TRUCK	04/07/2020 rgallo	04/28/2020	68.24	0.00	Paid	Y 04/15/2020

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution 610-6920-693300			68.24			
DELIKAT CODY 40382	USPS PO 5657100149 WATER FLOURIDE LAB TESTING 610-6300-663200	03/17/2020 rgallo	04/28/2020	3.80 3.80	0.00	Paid	Y 04/15/2020
	TRANSPORTATION EXPENSES OPERATION SUPPLY/EXP-TREATMENT						
DELIKAT CODY 40383	AMZN MKTP US*NC6RT7QC3 WATER SCREEN PROTECTORS FOR PHONES 610-6920-692100	03/18/2020 rgallo	04/28/2020	15.78 15.78	0.00	Paid	Y 04/15/2020
	OFFICE SUPPLIES & EXPENSES						
DELIKAT CODY 40384	AMZN MKTP US*156EZ0MS3 WWTF MAP RACK HOLDERS 620-8010-827000	03/25/2020 rgallo	04/28/2020	83.60 83.60	0.00	Paid	Y 04/15/2020
	OPERATION SUPPLY/EXPENSE						
DEMOTTO CHRIS 40385	HAHN ACE - MUKWONAGO LYSOL CLEANER FOR DEPARTMENT 100-5212-531100	03/26/2020 rgallo	04/28/2020	9.65 9.65	0.00	Paid	Y 04/15/2020
	SUPPLIES						
DOHERTY DIANA 40386	GOVERNMENT FINANCE OFFIC GFOA WEBINAR 100-5141-533500	03/24/2020 rgallo	04/28/2020	35.00 35.00	0.00	Paid	Y 04/15/2020
	TRAINING & TRAVEL						
DOHERTY DIANA 40387	GOVERNMENT FINANCE OFFIC GFOA ANNUAL RENEWAL 100-5141-532400	03/25/2020 rgallo	04/28/2020	170.00 170.00	0.00	Paid	Y 04/15/2020
	MEMBERSHIP DUES						
DYKSTRA DIANA 40388	PRINTELECT BALLOT BAG, ELECTION SIGNS 100-5144-531100	03/17/2020 rgallo	04/28/2020	245.05 245.05	0.00	Paid	Y 04/15/2020
	BALLOT BAG, ELECTION SIGNS						
DYKSTRA DIANA 40389	ZOOM.US ZOOM MEETING LICENSE 100-5111-539900	03/23/2020 rgallo	04/28/2020	157.40 157.40	0.00	Paid	Y 04/15/2020
	ZOOM MEETING LICENSE						
DYKSTRA DIANA 40390	AMZN MKTP US*2B9V513V3 SANITIZER 100-5144-531100	03/26/2020 rgallo	04/28/2020	109.89 109.89	0.00	Paid	Y 04/15/2020
	SANITIZER						
DYKSTRA DIANA 40391	AMZN MKTP US*9M33T4OL3 SANITIZER WAND 100-5144-531100	03/27/2020 rgallo	04/28/2020	40.98 40.98	0.00	Paid	Y 04/15/2020
	SANITIZER WAND						

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DYKSTRA DIANA 40392	AMZN MKTP US*CT7VF4W03 PPE PROTECTION FOR ELECTIONS 100-5144-531100	03/29/2020 rgallo	04/28/2020	93.96 93.96	0.00	Paid	Y 04/15/2020
DYKSTRA DIANA 40393	AMZN MKTP US*OX2ZU5AR3 AM HEADPHONES FOR LAPTOP 100-5142-531100	04/02/2020 rgallo	04/28/2020	37.99 37.99	0.00	Paid	Y 04/15/2020
DYKSTRA DIANA 40394	AMAZON.COM*QV3WW55L3 AMZN LOGITECH MOUSE 100-5142-531100	04/03/2020 rgallo	04/28/2020	39.95 39.95	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40395	STAPLS0182538256000002 PAPER PRODUCTS 440-5511-531100	03/18/2020 rgallo	04/28/2020	33.82 33.82	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40396	FACEBK *D59USQEY82 SPECIAL EVENT AD 440-5890-580600	03/19/2020 rgallo	04/28/2020	110.33 110.33	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40397	STAPLS0182538256000001 PAPER PRODUCTS 440-5511-531100	03/31/2020 rgallo	04/28/2020	28.79 28.79	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40398	DOLLAR GENERAL #10855 MASK SUPPLIES 440-5890-580600	04/01/2020 rgallo	04/28/2020	6.30 6.30	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40400	DOLLAR GENERAL #10855 MASK SUPPLIES 440-5890-580600	04/04/2020 rgallo	04/28/2020	19.95 19.95	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40401	AMZN MKTP US*IR3T293E3 3D PRINTERS 440-5890-580600	04/05/2020 rgallo	04/28/2020	1,336.19 1,336.19	0.00	Paid	Y 04/15/2020
FRISCH LAURA L 40402	WM SUPERCENTER #1571 MASK SUPPLIES 440-5890-580600	04/06/2020 rgallo	04/28/2020	167.96 167.96	0.00	Paid	Y 04/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
FRISCH LAURA L 40403	PAYPAL *STRAPCRAFTS ELASTIC 440-5890-580600	04/07/2020 rgallo	04/28/2020	50.19	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES			50.19			
FRISCH LAURA L 40404	MAILCHIMP *MONTHLY MONTHLY PLAN 440-5511-534000	04/08/2020 rgallo	04/28/2020	59.99	0.00	Paid	Y 04/15/2020
	DIGITAL MATERIALS			59.99			
FRISCH LAURA L 40405	WM SUPERCENTER #1571 MASK SUPPLIES 440-5890-580600	04/09/2020 rgallo	04/28/2020	283.12	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES			283.12			
FRISCH LAURA L 40406	AMZN MKTP US*YW7MQ1M83 HEPA FILTERS 440-5890-580600	04/11/2020 rgallo	04/28/2020	347.40	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES			347.40			
FRISCH LAURA L 40407	AMZN MKTP US*2K95675I3 SHEET PROTECTORS 440-5511-531100	04/12/2020 rgallo	04/28/2020	100.57	0.00	Paid	Y 04/15/2020
	SUPPLIES			100.57			
FRISCH LAURA L 40408	DNH*GODADDY.COM WORDPRESS RENEWAL 440-5511-534000	04/12/2020 rgallo	04/28/2020	119.88	0.00	Paid	Y 04/15/2020
	DIGITAL MATERIALS			119.88			
GOURDOUX LINDA 40409	PICK N SAVE #384 ELECTION BREAKFAST 100-5144-531100	04/07/2020 rgallo	04/28/2020	49.54	0.00	Paid	Y 04/15/2020
	BREAKFAST ELECTION WORKERS			49.54			
GOURDOUX LINDA 40410	PIZZA HUT 035644 ELECTION DINNER 100-5144-531100	04/07/2020 rgallo	04/28/2020	33.61	0.00	Paid	Y 04/15/2020
	DINNER ELECTION WORKERS			33.61			
ISELY MARY JO 40413	AMZN MKTP US*6P3BH12G3 DVDS 440-5700-532900	03/23/2020 rgallo	04/28/2020	53.80	0.00	Paid	Y 04/15/2020
	AV MATERIAL			53.80			
ISELY MARY JO 40414	AMZN MKTP US*UU61D9ON3 DVDS 440-5700-532900	03/27/2020 rgallo	04/28/2020	325.38	0.00	Paid	Y 04/15/2020
	AV MATERIAL			325.38			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
ISELY MARY JO 40418	NETFLIX.COM STREAMING SERVICE 440-5511-534000	04/01/2020 rgallo	04/28/2020	15.99 15.99	0.00	Paid	Y 04/15/2020
ISELY MARY JO 40419	AMZN MKTP US*B30JZ22U3 DVD 440-5700-532900	04/06/2020 rgallo	04/28/2020	39.98 39.98	0.00	Paid	Y 04/15/2020
ISELY MARY JO 40421	ACORN.TV ACORN TV MONT MONTHLY PLAN 440-5511-534000	04/08/2020 rgallo	04/28/2020	6.29 6.29	0.00	Paid	Y 04/15/2020
KINDER MATTHEW 40422	WAL-MART #4677 MISC COMPUTER EQUIPMENT 620-8010-827000	03/20/2020 rgallo	04/28/2020	212.30 212.30	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40423	FARM & FLEET OF WAUKESHA WATER FUEL TRANSFER TANK FOR 610-6200-662300	03/18/2020 rgallo	04/28/2020	349.99 349.99	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40424	THE HOME DEPOT #4921 WATER WELL 4 BUILDING FLOOR MAINT. 610-6210-662300	03/18/2020 rgallo	04/28/2020	103.36 103.36	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40425	THE HOME DEPOT 4921 WATER WELL PAINT AND SUPPLIES 610-6210-662300	03/18/2020 rgallo	04/28/2020	560.52 560.52	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40426	THE HOME DEPOT 4921 WATER WELL 4 BUILDING MAINTENANCE / 610-6210-662300 610-6920-693300	03/23/2020 rgallo	04/28/2020	764.64 264.64 500.00	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40427	THE HOME DEPOT #4921 WATER WELL BUILDING MAINTENANCE 610-6210-662300	03/24/2020 rgallo	04/28/2020	115.95 115.95	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40428	THE HOME DEPOT #4921 WATER WELL BUILDING MAINTENANCE 610-6210-662300	03/25/2020 rgallo	04/28/2020	21.08 21.08	0.00	Paid	Y 04/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
MILLER KENNETH 40429	THE HOME DEPOT #4921 WATER WELL BUILDING MAINTENANCE 610-6210-662300	03/26/2020 rgallo	04/28/2020	77.11 77.11	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40430	THE HOME DEPOT 4921 WATER WELL BUILDING MAINTENANCE AND 610-6210-662300 610-6920-693300	03/30/2020 rgallo	04/28/2020	328.29 228.29 100.00	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40431	THE HOME DEPOT #4921 WELL BUILDING MAINTENANCE 610-6210-662300	04/01/2020 rgallo	04/28/2020	4.98 4.98	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40432	THE HOME DEPOT #4921 WELLBUILDING MAINTENANCE 610-6210-662300	04/01/2020 rgallo	04/28/2020	150.11 150.11	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40433	THE HOME DEPOT #4921 WELL BUILDING MAINTENANCE 610-6210-662300	04/03/2020 rgallo	04/28/2020	37.48 37.48	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40434	THE HOME DEPOT #4921 WELL BUILDING MAINTENANCE 610-6210-662300	04/08/2020 rgallo	04/28/2020	8.34 8.34	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40435	THE HOME DEPOT 4921 WELL BUILDING MAINTENANCE 610-6210-662300	04/08/2020 rgallo	04/28/2020	349.84 349.84	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40436	MENARDS BURLINGTON WI WATER WELL BUILDING MAINTENANCE/ 610-6210-662300 610-6920-693300	04/09/2020 rgallo	04/28/2020	169.50 69.50 100.00	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40437	THE HOME DEPOT #4921 WATER BUILDING MAINTENANCE 610-6210-662300	04/09/2020 rgallo	04/28/2020	103.21 103.21	0.00	Paid	Y 04/15/2020
MILLER KENNETH 40439	THE HOME DEPOT #4921 WATER WELL BUILDING MAINTENANCE	04/13/2020 rgallo	04/28/2020	168.75	0.00	Paid	Y 04/15/2020

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	GL Distribution 610-6210-662300			168.75			
PETERSON RANDY 40440	MILL SUPPLY INC SNOW PLOW SEAL KIT 100-5324-539500	03/16/2020 rgallo	04/28/2020	25.97	0.00	Paid	Y 04/15/2020
	REPAIRS & MAINTENANCE			25.97			
PETERSON RANDY 40441	NORTHERN TOOL EQUIP STEAM CLEANER/PRESSURE WASHER 100-5323-531100	03/26/2020 rgallo	04/28/2020	2,599.99	0.00	Paid	Y 04/15/2020
	SUPPLIES			2,599.99			
PETERSON RANDY 40442	HARBOR FREIGHT TOOLS 544 WATER PROOF STORAGE BOXES 100-5611-531100	04/10/2020 rgallo	04/28/2020	59.18	0.00	Paid	Y 04/15/2020
	SUPPLIES			59.18			
SCHMIDT KEVIN B 40443	STAPLS0182527081000001 ENVELOPES, KLEENEX, & BINDER CLIPS 100-5211-531100	03/17/2020 rgallo	04/28/2020	30.83	0.00	Paid	Y 04/15/2020
	SUPPLIES			30.83			
SCHMIDT KEVIN B 40445	WM SUPERCENTER #1571 INK FOR CHIEF SCHMIDT'S PRINTER 100-5211-531100	04/02/2020 rgallo	04/28/2020	52.27	0.00	Paid	Y 04/15/2020
	SUPPLIES			52.27			
SCHMIDT KEVIN B 40446	STAPLS0183002450000001 3 CARTONS OF MULTIFOLD PAPER TOWELS 100-5211-539400	04/08/2020 rgallo	04/28/2020	48.75	0.00	Paid	Y 04/15/2020
	BLDG REPAIRS & MAINTENANCE			48.75			
SCHMIDT KEVIN B 40447	KRANZ INC. 6 PACK OF LYSOL DISINFECT WIPES 100-5211-539400	04/09/2020 rgallo	04/28/2020	45.04	0.00	Paid	Y 04/15/2020
	BLDG REPAIRS & MAINTENANCE			45.04			
SCHMIDT KEVIN B 40448	STAPLS0183087691000003 3 PACKS OF 8-TAB DIVIDER TABS 100-5211-531100	04/10/2020 rgallo	04/28/2020	4.23	0.00	Paid	Y 04/15/2020
	SUPPLIES			4.23			
SCHMIDT KEVIN B 40449	STAPLS0183087691000001 1 - 3 RING 5-INCH BINDER 100-5211-531100	04/14/2020 rgallo	04/28/2020	18.75	0.00	Paid	Y 04/15/2020
	SUPPLIES			18.75			
SMITH JAMES A 40450	THE HOME DEPOT 4921 SAFETY TRAILER TOOL BOX 620-8010-827000	03/23/2020 rgallo	04/28/2020	898.00	0.00	Paid	Y 04/15/2020
	OPERATION SUPPLY/EXPENSE			898.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
STIEN JEFFREY R 40451	AMZN MKTP US*0J1JL1Z73 EMS SUPPLIES-COVID 150-5231-531100	03/20/2020 rgallo	04/28/2020	45.99 45.99	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40452	AMZN MKTP US*B89D21403 EMS SUPPLIES-COVID 150-5231-531100	03/21/2020 rgallo	04/28/2020	119.27 119.27	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40453	AMZN MKTP US*Z29ZN42F3 EMS SUPPLIES- COVID 150-5231-531100	03/23/2020 rgallo	04/28/2020	123.85 123.85	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40454	AMZN MKTP US*HQ3UO0IP3 EMS SUPPLIES- COVID 150-5231-531100	03/23/2020 rgallo	04/28/2020	151.97 151.97	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40455	WM SUPERCENTER #1571 EMS SUPPLIES- COVID DECON 150-5231-531100	03/24/2020 rgallo	04/28/2020	17.76 17.76	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40456	MARSH ELECTRONICS EMS SUPPLIES- COVID 150-5231-531100	03/24/2020 rgallo	04/28/2020	500.00 500.00	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40457	AMZN MKTP US*N61QF6L33 EMS SUPPLIES- COVID 150-5231-531100	03/25/2020 rgallo	04/28/2020	154.90 154.90	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40458	WI EMS ASSOCMEMBERSHIP WEMSA MEMBERSHIP 150-5221-532400	03/27/2020 rgallo	04/28/2020	300.00 300.00	0.00	Paid	Y 04/15/2020
STIEN JEFFREY R 40460	TRACTOR SUPPLY #339 SOFTNER SALT 150-5221-531100	04/08/2020 rgallo	04/28/2020	16.00 16.00	0.00	Paid	Y 04/15/2020
STREIT DANIEL 40461	AMAZON.COM*M13MW7KJ3 4 GOOGLE CHROMECAST FOR SETTING UP 430-5700-571100	03/22/2020 rgallo	04/28/2020	140.00 140.00	0.00	Paid	Y 04/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
STREIT DANIEL 40462	TALL COP SAYS STOP WEB TRAINING FOR OFFICER 100-5213-533500	03/30/2020 rgallo	04/28/2020	29.00 29.00	0.00	Paid	Y 04/15/2020
STREIT DANIEL 40463	IN *ARROWHEAD SCIENTIFIC PROTECTIVE FACE SHIELDS FOR OFFICERS 100-5212-531100	04/02/2020 rgallo	04/28/2020	174.65 174.65	0.00	Paid	Y 04/15/2020
STREIT DANIEL 40464	AMAZON.COM*9V5UX1QR3 AMZN 3 BOXES OF XL NITRIL DISPOSABLE 100-5211-531100 100-5212-531100	04/03/2020 rgallo	04/28/2020	27.12 9.04 18.08	0.00	Paid	Y 04/15/2020
SURA MATTHEW J 40465	MICROSOFT*OFFICE 365 HOME COMPUTER LICENSING 150-5221-531100	04/01/2020 rgallo	04/28/2020	104.99 104.99	0.00	Paid	Y 04/15/2020
WEGNER LEE 40466	SHERRILLTRE TUFFTALK COMMUNICATION SYSTEM 100-5347-531100 100-5521-531100 100-5611-531100	04/03/2020 rgallo	04/28/2020	1,712.87 570.00 570.00 572.87	0.00	Paid	Y 04/15/2020
WEIDL JOHN S 40467	BESTBUYCOM805697971641 SAFER AT HOME EQUIPMENT 100-5141-531100	03/24/2020 rgallo	04/28/2020	57.79 57.79	0.00	Paid	Y 04/15/2020
WEIDL JOHN S 40468	AMZN MKTP US*R17R14JK3 SAFER AT HOME EQUIPMENT 100-5141-531100	03/25/2020 rgallo	04/28/2020	73.84 73.84	0.00	Paid	Y 04/15/2020
WEIDL JOHN S 40469	BESTBUYCOM805697971641 SAFER AT HOME EQUIPMENT 100-5141-531100	03/25/2020 rgallo	04/28/2020	52.54 52.54	0.00	Paid	Y 04/15/2020
WEIDL JOHN S 40470	AMZN MKTP US*GW0BQ0BW3 SAFER AT HOME EQUIPMENT 100-5141-531100	03/26/2020 rgallo	04/28/2020	9.17 9.17	0.00	Paid	Y 04/15/2020

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WEIDL JOHN S 40471	AMZN MKTP US*OK7ZK0KI3 SAFER AT HOME EQUIPMENT 100-5141-531100	03/26/2020 rgallo	04/28/2020	139.22 139.22	0.00	Paid	Y 04/15/2020
	SUPPLIES						
WEIDL JOHN S 40472	BESTBUYCOM805700434129 SAFER AT HOME EQUIPMENT 100-5141-531100	03/27/2020 rgallo	04/28/2020	1,079.29 1,079.29	0.00	Paid	Y 04/15/2020
	SUPPLIES						
WEIDL JOHN S 40473	BESTBUYCOM805700434129 SAFER AT HOME EQUIPMENT 100-5141-531100	03/27/2020 rgallo	04/28/2020	7.54 7.54	0.00	Paid	Y 04/15/2020
	SUPPLIES						
WEIDL JOHN S 40474	E AND S SWEETS VH CANDY FOR STAFF - THANK YOUS 100-5141-531100	04/01/2020 rgallo	04/28/2020	131.33 131.33	0.00	Paid	Y 04/15/2020
	SUPPLIES						
WEIDL JOHN S 40475	AMZN MKTP US*DF8813K73 AM SAFER AT HOME EQUIPMENT 100-5141-531100	04/04/2020 rgallo	04/28/2020	11.59 11.59	0.00	Paid	Y 04/15/2020
	SUPPLIES						
WEIDL JOHN S 40476	AMAZON.COM*HH6ZG8I73 AMZN SAFER AT HOME EQUIPMENT 100-5141-531100	04/09/2020 rgallo	04/28/2020	74.00 74.00	0.00	Paid	Y 04/15/2020
	SUPPLIES						
ZIMMERMANN ANGE 40477	AMZN MKTP US*TG5HR0N83 KIDS CODING GAME 440-5511-533000	03/17/2020 rgallo	04/28/2020	30.88 30.88	0.00	Paid	Y 04/15/2020
	THINGERY PURCHASES						
ZIMMERMANN ANGE 40478	AMZN MKTP US*RQ81744N3 BEE-BOT DOCKING STATION 440-5511-533000	03/18/2020 rgallo	04/28/2020	99.99 99.99	0.00	Paid	Y 04/15/2020
	THINGERY PURCHASES						
ZIMMERMANN ANGE 40479	ZOOM.US 3-20-20 - 3-19-21 SUBSCRIPTION 440-5511-533500	03/20/2020 rgallo	04/28/2020	157.40 157.40	0.00	Paid	Y 04/15/2020
	TRAINING & TRAVEL						
ZIMMERMANN ANGE 40480	AMZN MKTP US*ZS00L5SV3 TRIPOD 440-5511-533100	03/24/2020 rgallo	04/28/2020	65.41 65.41	0.00	Paid	Y 04/15/2020
	PROGRAMMING						

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ZIMMERMANN ANGE 40481	AMAZON.COM*SG4E81IF3 AMZN COLORING BOOKS 440-5511-533100	03/24/2020 rgallo	04/28/2020	27.45 27.45	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40482	AMZN MKTP US*8P08G9H53 TRIPOD 440-5511-533100	03/24/2020 rgallo	04/28/2020	41.68 41.68	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40483	AMZN MKTP US*J86Y27M03 TRIPOD 440-5511-533100	03/25/2020 rgallo	04/28/2020	70.41 70.41	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40486	AMAZON.COM*069XI60L3 AMZN 3D PRINTERS 440-5890-580600	03/28/2020 rgallo	04/28/2020	716.82 716.82	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40487	AMZN MKTP US*B11R098Z3 TRIPOD 440-5511-533100	03/28/2020 rgallo	04/28/2020	69.21 69.21	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40488	AMZN MKTP US*DT2QY2VJ3 AM FILAMENT 440-5890-580600	03/29/2020 rgallo	04/28/2020	51.40 51.40	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40489	AMAZON.COM*5J8CE8Y83 AMZN 3D PRINTER 440-5890-580600	03/29/2020 rgallo	04/28/2020	363.90 363.90	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40490	AMZN MKTP US*8J8PA67S3 FILAMENT 440-5890-580600	03/29/2020 rgallo	04/28/2020	228.75 228.75	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40491	AMZN MKTP US*OP1JV89B3 FILAMENT 440-5890-580600	03/31/2020 rgallo	04/28/2020	104.75 104.75	0.00	Paid	Y 04/15/2020
ZIMMERMANN ANGE 40492	AMZN MKTP US*1R0RH6G73 PUZZLES 440-5890-580600	04/01/2020 rgallo	04/28/2020	101.80 101.80	0.00	Paid	Y 04/15/2020

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ZIMMERMANN ANGE 40493	AMZN MKTP US*F92K85MB3 3D PRINTER 440-5890-580600	04/04/2020 rgallo	04/28/2020	820.75 820.75	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
ZIMMERMANN ANGE 40494	AMAZON.COM*YH0EW0NL3 AMZN FILAMENT 440-5890-580600	04/05/2020 rgallo	04/28/2020	277.61 277.61	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
ZIMMERMANN ANGE 40495	AMZN MKTP US*YH0TP9ZL3 AM FILAMENT 440-5890-580600	04/05/2020 rgallo	04/28/2020	240.74 240.74	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
ZIMMERMANN ANGE 40496	AMAZON.COM*ZJ06574E3 AMZN 3D PRINTERS 440-5890-580600	04/05/2020 rgallo	04/28/2020	723.14 723.14	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
ZIMMERMANN ANGE 40497	AMAZON.COM*W19050NL3 BOOK 440-5700-532800	04/06/2020 rgallo	04/28/2020	18.55 18.55	0.00	Paid	Y 04/15/2020
	BOOKS						
ZIMMERMANN ANGE 40499	PAYPAL *ZZP EBAY ZZP ELASTIC/ MASKS 440-5890-580600	04/08/2020 rgallo	04/28/2020	106.74 106.74	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
ZIMMERMANN ANGE 40500	ADOBE IL CREATIVE CLD ILLUSTRATOR 440-5511-534000	04/09/2020 rgallo	04/28/2020	22.04 22.04	0.00	Paid	Y 04/15/2020
	DIGITAL MATERIALS						
ZIMMERMANN ANGE 40501	ADOBE CREATIVE CLOUD CREATIVE CLOUD SUBSCRIPTION 440-5511-534000	04/11/2020 rgallo	04/28/2020	83.99 83.99	0.00	Paid	Y 04/15/2020
	DIGITAL MATERIALS						
ZIMMERMANN ANGE 40502	PAYPAL *BERACHA INC EBAY ELASTIC/ MASKS 440-5890-580600	04/13/2020 rgallo	04/28/2020	104.98 104.98	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
ZIMMERMANN ANGE 40503	AMZN MKTP US*1P5NU9GI3 3D FILAMENT 440-5890-580600	04/15/2020 rgallo	04/28/2020	284.17 284.17	0.00	Paid	Y 04/15/2020
	DONATED FUND EXPENDITURES						
# of Invoices:	119	# Due:	0	Totals:	23,137.45	0.00	

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# of Credit Memos:	9	# Due:	0	Totals:	(1,520.13)	0.00	
Net of Invoices and Credit Memos:					21,617.32	0.00	

--- TOTALS BY GL DISTRIBUTION ---

100-5111-539900	ZOOM MEETING LICENSE	157.40
100-5141-531100	SUPPLIES	1,636.31
100-5141-532400	MEMBERSHIP DUES	170.00
100-5141-533500	TRAINING & TRAVEL	35.00
100-5142-531100	HEADPHONES FOR LAPTOP	77.94
100-5144-531100	ABSENTEE ENVELOPES	1,340.23
100-5211-531100	SUPPLIES	115.12
100-5211-533500	TRAINING & TRAVEL	(129.00)
100-5211-539400	BLDG REPAIRS & MAINTENANCE	93.79
100-5212-531100	SUPPLIES	202.38
100-5213-533500	TRAINING & TRAVEL	29.00
100-5241-533500	TRAINING & TRAVEL	(164.00)
100-5323-531100	SUPPLIES	2,628.97
100-5323-533500	TRAINING & TRAVEL	(150.00)
100-5324-539500	REPAIRS & MAINTENANCE	25.97
100-5347-531100	SUPPLIES	570.00
100-5521-531100	SUPPLIES	570.00
100-5611-531100	SUPPLIES	632.05
150-5221-531100	SUPPLIES	120.99
150-5221-532400	MEMBERSHIP DUES	300.00
150-5231-531100	SUPPLIES	958.84
410-5363-533500	Training & Travel	(50.00)
430-5700-571100	POLICE DEPT CAPITAL EQUIP	140.00
440-5511-531100	SUPPLIES	134.39
440-5511-533000	THINGERY PURCHASES	130.87
440-5511-533100	PROGRAMMING	208.75
440-5511-533500	TRAINING & TRAVEL	(392.54)
440-5511-534000	DIGITAL MATERIALS	308.18
440-5700-532800	BOOKS	18.55
440-5700-532900	AV MATERIAL	410.59
440-5890-580600	DONATED FUND EXPENDITURES	6,446.99
500-5344-533500	Training & Travel	(100.00)
610-6200-662300	OPERATION SUPPLY/EXP-PUMPING	349.99
610-6210-662300	OPERATION SUPPLY/EXP-PUMPING	2,263.16
610-6210-662500	MAINTENANCE-PUMPING	(14.53)
610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT	7.60
610-6920-692100	OFFICE SUPPLIES & EXPENSES	15.78
610-6920-693000	MISC GENERAL EXPENSES	235.08
610-6920-693300	TRANSPORTATION EXPENSES	768.24
620-8010-827000	OPERATION SUPPLY/EXPENSE	1,193.90
620-8010-832000	MAINTENANCE-LIFT STATIONS/PUMP	76.34
620-8400-852000	OUTSIDE SERVICES EMPLOYED	244.99

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--- TOTALS BY FUND ---							
	100 - GENERAL FUND			7,841.16	0.00		
	150 - FIRE/AMBULANCE FUND			1,379.83	0.00		
	410 - RECYCLING FUND			(50.00)	0.00		
	430 - CAPITAL EQUIPMENT FUND			140.00	0.00		
	440 - LIBRARY FUND			7,265.78	0.00		
	500 - STORM WATER UTILITY			(100.00)	0.00		
	610 - WATER UTILITY FUND			3,625.32	0.00		
	620 - SEWER UTILITY FUND			1,515.23	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5111 - VILLAGE BOARD			157.40	0.00		
	5141 - VILLAGE ADMINISTRATION/FINA			1,841.31	0.00		
	5142 - CLERK-TREASURER			77.94	0.00		
	5144 - ELECTIONS			1,340.23	0.00		
	5211 - POLICE ADMINISTRATION			79.91	0.00		
	5212 - POLICE PATROL			202.38	0.00		
	5213 - CRIME INVESTIGATION			29.00	0.00		
	5221 - FIRE ADMINISTRATION			420.99	0.00		
	5231 - AMBULANCE			958.84	0.00		
	5241 - BUILDING INSPECTOR			(164.00)	0.00		
	5323 - GARAGE			2,478.97	0.00		
	5324 - MACHINERY & EQUIPMENT			25.97	0.00		
	5344 - STORM SEWER			(100.00)	0.00		
	5347 - SNOW & ICE CONTROL			570.00	0.00		
	5363 - RECYCLING			(50.00)	0.00		
	5511 - LIBRARY SERVICES			389.65	0.00		
	5521 - PARKS			570.00	0.00		
	5611 - FORESTRY			632.05	0.00		
	5700 - CAPITAL OUTLAY EXPENDITURES			569.14	0.00		
	5890 - USE OF DESIGNATED FUNDS			6,446.99	0.00		
	6200 - PUMPING OPERATIONS			349.99	0.00		
	6210 - PUMPING MAINTENANCE			2,248.63	0.00		
	6300 - WATER TREATMENT OPERATIONS			7.60	0.00		
	6920 - ADMINISTRATIVE & GENERAL EX			1,019.10	0.00		
	8010 - WWTP-TREATMENT/DISPOSAL/GP			1,270.24	0.00		
	8400 - ADMINISTRATIVE & GENERAL			244.99	0.00		
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	0366			205.00			
	0960			4,812.56			
	1051			212.30			
	1275			451.42			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
2365				441.44			
2380				1,636.31			
2544				725.22			
3064				9.65			
4325				1,712.87			
4366				103.18			
4746				104.99			
5538				370.77			
6347				83.15			
6370				1,429.74			
6639				282.02			
7403				898.00			
7940				2,664.49			
8378				199.87			
8389				3,313.15			
9625				2,685.14			
9708				796.18			

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/03/2020	GEN	144 (E)	PAYROLLDATA.COM	OTHER PAYROLL FEES PR 04/03/20	100-5111-539900	32.11
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5120-539900	9.17
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5141-539900	29.61
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5142-539900	9.17
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5144-521900	26.25
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5211-539900	42.53
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5212-539900	62.54
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5213-521900	9.17
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5241-539900	9.17
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5300-539900	41.28
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5632-539900	4.59
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	100-5670-521900	4.59
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	150-5221-539900	178.89
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	440-5511-539900	95.07
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	610-6920-693000	21.68
		144 (E)		OTHER PAYROLL FEES PR 04/03/20	620-8400-856000	17.10
						592.92
04/03/2020	GEN	145 (E)	GREAT WEST RETIREMENT SERVICES	DEFERRED COMPENSATION PR 040320	100-0000-215250	500.00
		145 (E)		DEFERRED COMPENSATION PR 040320	150-0000-215250	74.00
		145 (E)		DEFERRED COMPENSATION PR 040320	610-0000-215250	100.00
		145 (E)		DEFERRED COMPENSATION PR 040320	620-0000-215250	100.00
						774.00
04/03/2020	GEN	29609	VANTAGEPOINT TRANSFER AGENTS	DEFERRED COMPENSATION PR 040320	100-0000-215250	2,917.90
		29609		DEFERRED COMPENSATION PR 040320	150-0000-215250	1.46
		29609		DEFERRED COMPENSATION PR 040320	440-0000-215250	465.59
		29609		DEFERRED COMPENSATION PR 040320	500-0000-215250	6.62
		29609		DEFERRED COMPENSATION PR 040320	610-0000-215250	301.64
		29609		DEFERRED COMPENSATION PR 040320	620-0000-215250	232.86
						3,926.07
04/07/2020	GEN	146 (E)	WI DEPT OF REVENUE QTRLY TAX	WI SALES TAX - 1ST QTR 2020	100-4820-485000	210.37
		146 (E)		WI SALES TAX - 1ST QTR 2020	100-4820-485500	22.14
		146 (E)		WI SALES TAX - 1ST QTR 2020	440-4600-430700	80.80
		146 (E)		WI SALES TAX - 1ST QTR 2020	440-4600-431700	64.71

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		146 (E)		WI SALES TAX - 1ST QTR 2020	440-4670-431100	14.29
						392.31
			TOTAL - ALL FUNDS	TOTAL OF 4 CHECKS		5,685.30

Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/13/2020	GEN	147 (E)	VILLAGE OF MUKWONAGO	B19-0005 CHAPMAN FARMS VILLAS	100-0000-211425	1,160.25
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		1,160.25

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/15/2020	GEN	29621	DARWIN GREENWALD	FINES/FEES PAID ANTOINETTE HAYES	100-0000-233000	205.36
04/15/2020	GEN	29622	DOUSMAN TRANSPORT	COURT PAYMENT	100-0000-233000	634.32
04/15/2020	GEN	29623	GIANNA FARRINGTON	COURT FEES REFUND	100-0000-233000	86.20
04/15/2020	GEN	29624	TREASURER STATE OF WI	COURT FINES MARCH 2020	100-0000-242400	7,099.38
04/15/2020	GEN	29625	WALWORTH CTY TREASURER	COURT FINES MARCH 2020	100-0000-243250	10.00
04/15/2020	GEN	29626	WAUKESHA CTY TREASURER	COURT FINES MARCH 2020	100-0000-243240	2,029.00
			TOTAL - ALL FUNDS	TOTAL OF 6 CHECKS		10,064.26

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/16/2020	GEN	148 (E)	EMPLOYEE TRUST FUNDS	MAY 2020 PREM HEALTH INSURANCE	100-0000-215300	49,650.03
		148 (E)		MAY 2020 PREM HEALTH INSURANCE	150-0000-215300	9,151.64
		148 (E)		MAY 2020 PREM HEALTH INSURANCE	440-0000-215300	7,379.26
		148 (E)		MAY 2020 PREM HEALTH INSURANCE	500-0000-215300	117.05
		148 (E)		MAY 2020 PREM HEALTH INSURANCE	610-0000-215300	4,106.71
		148 (E)		MAY 2020 PREM HEALTH INSURANCE	620-0000-215300	3,911.29
						74,315.98
04/16/2020	GEN	149 (E)	GREAT WEST RETIREMENT SERVICES	PR 041720 DEF COMP	100-0000-215250	500.00
		149 (E)		PR 041720 DEF COMP	150-0000-215250	74.00
		149 (E)		PR 041720 DEF COMP	610-0000-215250	100.00
		149 (E)		PR 041720 DEF COMP	620-0000-215250	100.00
						774.00
04/16/2020	GEN	150 (E)	PAYROLLDATA.COM	PAYROLL PROCESSING FEES PR 041720	100-5111-539900	25.54
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5120-539900	7.30
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5141-539900	21.89
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5142-539900	7.30
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5211-539900	32.84
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5212-539900	36.49
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5213-521900	7.30
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5241-539900	7.30
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5300-539900	32.84
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5632-539900	3.65
		150 (E)		PAYROLL PROCESSING FEES PR 041720	100-5670-521900	3.65
		150 (E)		PAYROLL PROCESSING FEES PR 041720	150-5221-539900	113.10
		150 (E)		PAYROLL PROCESSING FEES PR 041720	440-5511-539900	76.62
		150 (E)		PAYROLL PROCESSING FEES PR 041720	610-6920-693000	18.24
		150 (E)		PAYROLL PROCESSING FEES PR 041720	620-8400-856000	14.59
						408.65
TOTAL - ALL FUNDS				TOTAL OF 3 CHECKS		75,498.63

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/16/2020	GEN	29696	MINNESOTA LIFE INSURANCE	MAY 2020 PREM LIFE INSURANCE	100-0000-215301	1,136.57
		29696		MAY 2020 PREM LIFE INSURANCE	150-0000-215301	116.97
		29696		MAY 2020 PREM LIFE INSURANCE	440-0000-215301	181.52
		29696		MAY 2020 PREM LIFE INSURANCE	500-0000-215301	1.04
		29696		MAY 2020 PREM LIFE INSURANCE	610-0000-215301	73.57
		29696		MAY 2020 PREM LIFE INSURANCE	620-0000-215301	66.94
						1,576.61
04/16/2020	GEN	29697	VANTAGEPOINT TRANSFER AGENTS	PR 041720 DEF COMP ID 318363 / ACCT 100-0000-215250 305155		2,880.99
		29697		PR 041720 DEF COMP ID 318363 / ACCT 440-0000-215250		465.59
		29697		PR 041720 DEF COMP ID 318363 / ACCT 610-0000-215250		346.91
		29697		PR 041720 DEF COMP ID 318363 / ACCT 620-0000-215250		188.61
						3,882.10
			TOTAL - ALL FUNDS	TOTAL OF 2 CHECKS		5,458.71

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/27/2020	GEN	151 (E)	DELTA DENTAL OF WISCONSIN	MAY 2020 DENTAL PREMIUMS	100-0000-215304	245.88
04/27/2020	GEN	152 (E)	INVOICE CLOUD	MONTHLY CREDIT CARD PROCESSING FEES	100-5142-539900	24.00
		152 (E)		MONTHLY CREDIT CARD PROCESSING FEES	100-5241-539900	72.00
		152 (E)		MONTHLY CREDIT CARD PROCESSING FEES	410-5363-539900	42.33
		152 (E)		MONTHLY CREDIT CARD PROCESSING FEES	610-6902-690300	42.34
		152 (E)		MONTHLY CREDIT CARD PROCESSING FEES	620-8300-840000	42.33
						223.00
04/27/2020	GEN	153 (E)	WI RETIREMENT SYSTEM	WISCONSIN RETIREMENT CONTRIBUTIONS - MARCH 2020	100-0000-215200	30,092.79
		153 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	150-0000-215200	8,915.75
		153 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	440-0000-215200	5,307.44
		153 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	500-0000-215200	61.26
		153 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	610-0000-215200	1,939.12
		153 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	620-0000-215200	1,899.60
						48,215.96
04/27/2020	GEN	29698	AFLAC	ACCOUNT# V1553 APRIL PREMS	100-0000-215302	309.72
		29698		ACCOUNT# V1553 APRIL PREMS	150-0000-215302	250.75
		29698		ACCOUNT# V1553 APRIL PREMS	500-0000-215302	1.58
		29698		ACCOUNT# V1553 APRIL PREMS	610-0000-215302	50.76
		29698		ACCOUNT# V1553 APRIL PREMS	620-0000-215302	50.74
						663.55
04/27/2020	GEN	29699	MUKWONAGO PROFESSIONAL	APRIL 2020 FIRE UNION DUES	150-0000-215500	270.00
04/27/2020	GEN	29700	MUKWONAGO PROFESSIONAL POLICE	APRIL 2020 POLICE UNION DUES	100-0000-215500	550.00
04/27/2020	GEN	29701	VILLAGE OF MUKWONAGO MRA	APRIL 2020 FSA	100-0000-215350	2,075.94
		29701		APRIL 2020 FSA	150-0000-215350	425.38
		29701		APRIL 2020 FSA	440-0000-215350	23.84
		29701		APRIL 2020 FSA	500-0000-215350	0.971
						2,526.12
TOTAL - ALL FUNDS				TOTAL OF 7 CHECKS		52,694.51

FM

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

RECEIVED
APR 17 2020

VILLAGE OF MUKWONAGO SPECIAL EVENT PERMIT APPLICATION

BY: _____ Application Fee: See fee sheet

Date Submitted: 1-28-2020

Total Fees Paid: _____

Application must be received a minimum of 90 days prior to the special event. Fees are non-refundable.

ORGANIZATION INFORMATION

Name of Organization: Mukwonago Area Chamber of Commerce

Mailing Address: 100 Atkinson St

City: Mukwonago

State: WI

Zip: 53149

Phone Number: 262-363-7758

Is the organization a 501(c)3 organization? ☐ YES ☒ NO

Website Address: www.mukwonagochamber.org

Event Contact Person: Amy Mueller April Reszka

Mailing Address: 100 Atkinson St

City: Mukwonago

State: WI

Zip: 53149

Home Phone: /

Work Phone: 262-363-7758

Cell Phone: 414-852-1113
262 751 1651

Email Address: Mukwonago Farmers Market @ gmail.com
Director@ mukwonagochamber.org

EVENT INFORMATION

Name of the Event: Mukwonago Farmers Market

Date(s) of the Event: May 20 - Oct 14, 2020 Wednesdays

Event Start Time: 12:00 Vendors - 2:00 public

Event End Time: 6:00 public - 7:00 Vendors gone

Location of the Event: Field Park

- A. Will your event take place in a residential neighborhood? *If yes, you will be required to notify all adjacent property owners when the event will occur.* ☐ YES ☒ NO
- B. You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, and the direction of the route, including all turns and the number of traffic lanes to be used.
- C. If you are using a Village park, you must reserve the park through the Village Clerk-Treasurer's Office prior to getting your special event permit approved by the Village Board. Call 262-363-6420, Option 4.
- D. Generally describe your event and its purpose.

Farmers Market with growers + producers, open to the public for shopping.
In addition to weekly growers and producers - the following dates will
have up to 10 additional vendors: Artisans June 3, July 1, Aug 5,
Sept 2 and Oct 7; Kid programs June 17, Pet products July 15, Car
show Aug 19, Senior programs Sept 16

E. Based on the class definitions found in the manual, what class is your event? ☐ CLASS I ☐ CLASS II

F. Estimated # of participants: 600 Spectators: _____ Vendors: 30

OTHER INFORMATION

- A. Is there an outdoor bar that will serve alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses are necessary under separate application.* ☐ YES ☒ NO
- B. Please list the number of Village of Mukwonago licensed bartenders that will be on site: 0
- C. Will you be selling/serving food? *If yes, you will need to contact Waukesha County Health Department (262-896-8300) for proper permits.* ☒ YES ☐ NO
- D. Will your event need electricity? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* ☐ YES ☒ NO
- E. Will you be setting up any lighting? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* ☐ YES ☒ NO
- F. Will your event require any fencing? *If yes, please provide plans for the fencing location and the gates.* ☐ YES ☒ NO
- G. Does your event involve fireworks? *If yes, you will need to contact the Fire Department (262-363-6426) for proper permits.* ☐ YES ☒ NO
- H. Does your event involve amplified music? ☐ YES ☒ NO
 If yes, will the amplified music be a: ☐ Band ☐ DJ ☐ Other
 Hours of amplified music: _____
- I. Please list the number of security staff you will be providing for the event: 0
- J. Will you need barricades provided by the Village for your event? ☒ YES ☐ NO
 If yes, how many? 2
- K. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. Each vendor sets up their own 10ft x 10ft tent. All tents must be weighted or staked.* ☒ YES ☐ NO
- L. Will you be providing portable restrooms and wash stations? *If yes, please provide a description of how many restrooms/wash stations will be provided, their locations, and the plan for how solid waste will be disposed of.* ☐ YES ☒ NO
- M. Will you provide parking for your participants? *If yes, please provide a plan describing where parking will be available.* ☒ YES ☐ NO
- N. Will you provide dumpster/clean-up services? *If yes, please provide a clean-up and refuse collection plan.* ☐ YES ☒ NO
- O. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?
Put Farmers Market banner up on May 14th, take down Oct 15th
Two Barricades
Four Garbage Cans
***Please see plan of operation
- P. Have you reviewed and do you have a copy of the Village of Mukwonago Special Events Manual and the Village of Mukwonago Ordinance? ☒ YES ☐ NO

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for an event that includes alcohol, has more than 150 people per day or involves a road closure. Proof of this insurance with coverage no less than \$1,000,000 which names and endorses the Village, its officers, agents, employees, and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required? ☒ YES ☐ NO

PROCEDURAL CHECKLIST FOR SPECIAL EVENT PERMIT REVIEW AND APPROVAL

This form is designed to be a guide for submitting a complete application for a special event.

Application:

- ☐ Completed application form including the procedural checklist.
- ☐ Application fee: see fee sheet.

Other Documents:

- ☐ Plan of operation/proposal.
- ☐ Overview of the site to be used for the event (layout of the event site).
- ☐ Any additional information as determined by Village staff.

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit of \$200 for each scheduled day of the event (or portion thereof) two weeks prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

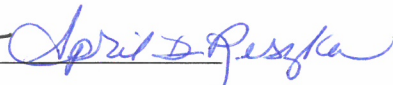
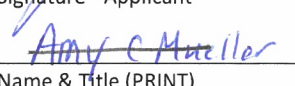
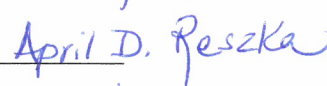
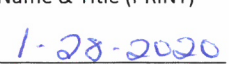
TERMINATION OF AN EVENT

The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.

(The applicant's signature must be from a Managing Member if the business/organization is an LLC, or from the President or Vice President if the business/organization is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below.)

 Signature - Applicant	 Signature - Applicant
 Name & Title (PRINT)	 Name & Title (PRINT)
 Date	 Date

FOR OFFICE USE ONLY			
Date Fees Paid	Receipt #	Date Deposit Paid	Deposit Returned?
Police Department: Approved ☐ Denied ☐ Comments: _____			
Fire Department: Approved ☐ Denied ☐ Comments: _____			
Public Works Department: Approved ☐ Denied ☐ Comments: _____			
Village Clerk: Approved ☐ Denied ☐ Comments: _____			
Village Board Approval Date	Village President Signature	Permit #	Issue Date

MUKWONAGO 2020 EVENTS



• **FARMERS' MARKET** - Producers Only! Family Friendly!

WINTER FARMERS' MARKET: 2nd & 4th Saturdays November thru April - 9am-12pm inside the Mukwonago Community Library.

SUMMER FARMERS' MARKET: Wednesdays, May 20th thru October 14th. 2-6pm at Field Park Mukwonago

• **SPRING FLING** - April 18th - Chamber's Largest Fundraiser of the Year! This Annual Chamber event includes a silent and live auction, raffles, entertainment and business networking. Join us for dinner hosted at The Cotton Exchange in Waterford. Open to the public. Registration Required.

• **GOLF EVENT** - June 25th - **Calling all Golfers!** Come enjoy 18 holes of golf with a cart, includes lunch & dinner. In addition; hole-in-one events, putting competitions, raffles and more. Whether you are an avid golfer, casual golfer, or a first-timer - you won't want to miss this event. Held at Morningstar Golfers Club. Open to the public. Registration required.

• **BALLOONS OVER MUKWONAGO** - July 17th thru 19th - **A Hot Air Balloon Event!** Bring a lawn chair, sit back & relax with the opportunity to see early morning and evening Hot Air Balloon launches and night glows. Enjoy food trucks, spirits, family fun activities, entertainment & merchandise. Event grounds between Parkview Middle School and Mukwonago Area School District Office.

****ALL BALLOON OPERATIONS ARE WIND AND WEATHER DEPENDENT****

• **FALL FEST** - September 19th - **Celebrate Fall in Downtown Mukwonago!** Enjoy the village wide celebration visiting many local businesses offering special events. Outdoor festivities including a craft and vendor fair, family friendly activities, chili cook-off and more will line the streets in Downtown Mukwonago (Main St, Fox St, Atkinson St). Grab a bite to eat at one of our food tents or dine-in at one of the local restaurants.

• **MIDNIGHT MAGIC** - December 5th - **Community Christmas Celebration!** Magic fills Mukwonago with this Village-wide Christmas celebration featuring an Indoor Marketplace at Mukwonago High School (over 150 crafters and vendors), Professional Pictures with Santa, Live Nativity, Horse-Drawn Carriage Rides, Dog Sled Pulls, Santa Train Rides and a Gingerbread House Decorating Contest. A Christmas Parade at 3pm will fill the streets with magic. Finish this memorable day watching a colorful firework display.

• **MAXWELL STREET DAYS FLEA MARKET** - June 13 & 14, July 18 & 19, August 15 & 16, September 12 & 13 - **Saturday & Sunday from 8am-5pm** Held in Field Park (corner of Hwy 83 & NW/Veterans Way) featuring over 650 sellers. For more details contact: 262-363-1501 maxwellstreetdays.net

To register for Chamber events and for up to date information follow us on Facebook and visit our website at www.mukwonagochamber.org

Mukwonago Farmers' Market

2020 Special Event Vender Application

Mukwonago Farmers' Market hosts 3 Special Events that accept additional vendors during the weekly Farmers' Market. Each Special Event is ONE DAY ONLY and allows you to promote your business, program or activity.

Wednesdays 2-6pm Field Park, Mukwonago

June 17th - Busy Kids Day (Promote your kid related programs & activities, no sales allowed)

July 15th - PETacular (Promote your pet related business or program, sale of pet related items allowed)

September 16th - Seniors Day (Promote your senior related programs & activities, no sales allowed)

- \$10 per stall. Each stall space is 10ft x 10ft with room for one vehicle to be parked directly behind.
- Vendors can begin setting up at 1pm. Vendors MUST be set up by the start of the Market at 2pm and remain set up until the close of the Market at 6pm.
- You must provide your own chairs, tables & tent. Tents must be weighted or staked.
- Market is held rain or shine. The Mukwonago Farmers' Market retains the right to cancel the MFM due to severe weather. No refunds.

Business Name _____ Contact Name _____

Phone _____ E-mail _____

Address _____ City _____ Zip _____

Circle Event(s) applying for: Busy Kids Day PETacular Seniors Day

PETacular Only

Will you have live animals at the event? If so, how many and what type?

Will you be selling anything? If so, list each item (use back of application if more room is required):

What will you be promoting or demonstrating? (Sales not allowed during Busy Kids or Seniors Day)

The Mukwonago Farmers' Market Committee reserves the right to final Exhibitor/ Vendor approval

The renter of a market booth holds harmless the Mukwonago Area Chamber of Commerce & Tourism Center and the Village of Mukwonago, from and against all causes of action, claims, demands, suits, liability, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of any rented or occupied market space or in connection with any action or omission of the renter who shall defend the above (Mukwonago Area Chamber of Commerce and Tourism Center) in any such cause of action or claim.

Signature _____ Date _____

Mail application and payment to: **Mukwonago Area Chamber of Commerce, 100 Atkinson St., Mukwonago, WI 53149.**

Please make checks made payable to MACC 262.363.7758 or email MukwonagoFarmersMarket@gmail.com

MUKWONAGO AREA CHAMBER OF COMMERCE & TOURISM CENTER

100 Atkinson Street, Mukwonago, WI 53149

Farmers' Market- Every Wednesday, May 20 - October 14, 2020 - 2pm - 6pm

Plan of Operation

Mukwonago Area of Chamber of Commerce & Tourism Center's Mission Statement:

The Mukwonago Area Chamber of Commerce & Tourism Center is an organization of community focused leaders dedicated to promoting a positive business environment by supporting economic development through networking, educating and promoting our local businesses, as a voice and resource for business, education, agriculture, civic and community organizations throughout the Mukwonago Area.

Farmers' Market Plan of Operation

Both Entrances Open: Hwy 83 and NN/Veterans Parkway

Farmers' Market to be held at Field Park - Please see area map attached

Farmers' Market Manager on premise from 12:30 - 6:30pm

Set-up 12pm, cleanup 6:01pm

Expecting: 600+ patrons and 30 vendors

Please note monthly "Special Events" - Please see Special Events application attached

No electricity provided

Community Booth allowing local businesses, clubs and organizations to promote themselves

DPW:

- Please Hang Banner on May 14th
- Barricades (2) - Both ends of the Market
- Picnic Tables removed from Vendor Booth Area
- Garbage Cans (4) - Throughout Market

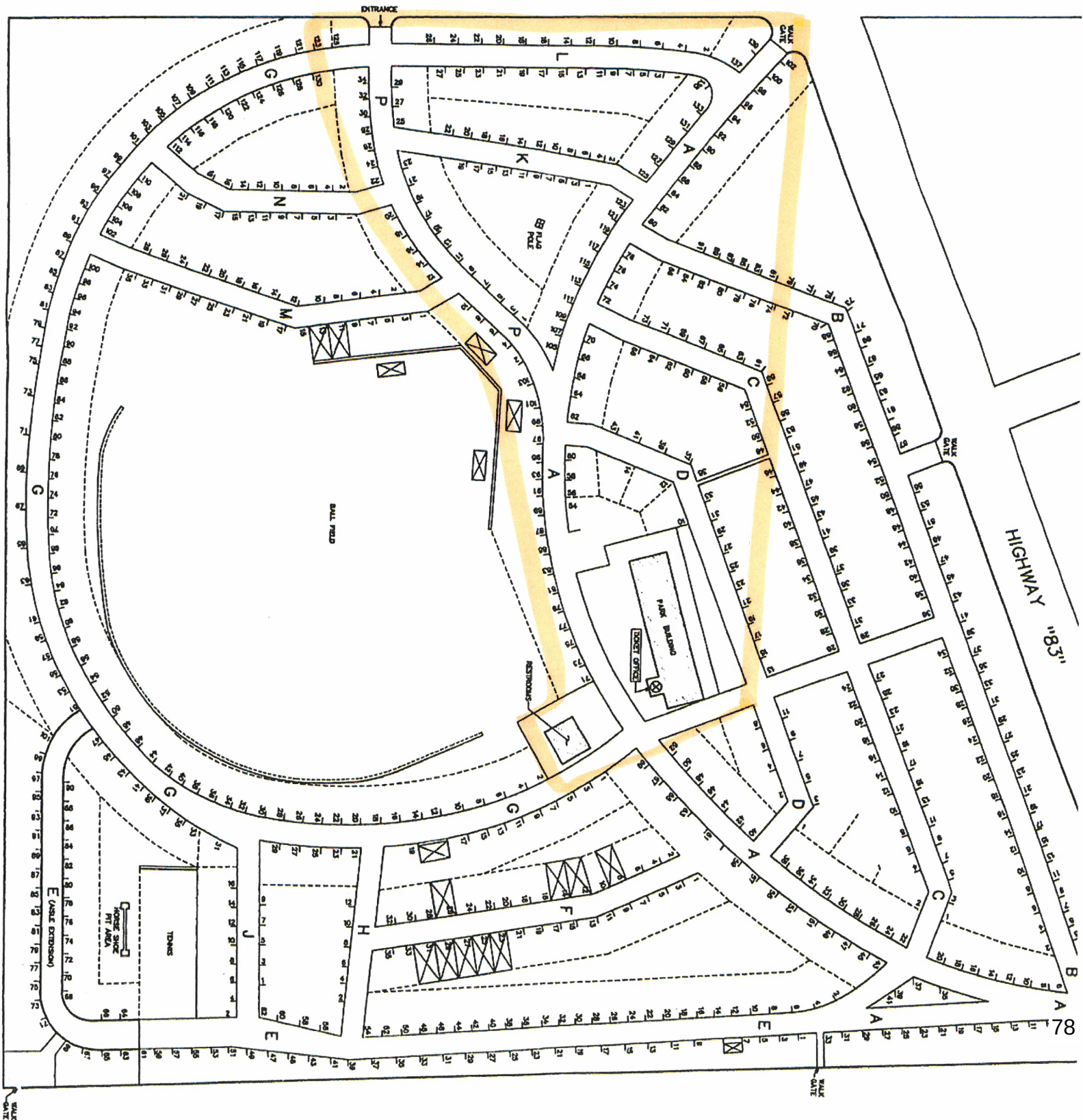
Please call April Reszka at the chamber office with any questions (262) 363-7758

MAXWELL STREET PARK LAYOUT

WITHIN VILLAGE OF MUKWONAGO
"FIELD PARK"

PREPARED BY:
FARRIS, HANSEN & ASSOCIATES,
ENGINEERS, ARCHITECTS, & SURVEYOR
7 RIDGWAY COURT, P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (414) 723-2098
FAX: (414) 723-5886
PROJECT NO. 4909

HIGHWAY "NN"



MUKWONAGO AREA CHAMBER OF COMMERCE & TOURISM CENTER
100 Atkinson Street, Mukwonago, WI 53149

Mukwonago Farmers' Market - Every Wednesday, May 20 - October 14, 2020 - 2-6pm

Plan of Operation

Mukwonago Area of Chamber of Commerce & Tourism Center's Mission Statement:

The Mukwonago Area Chamber of Commerce & Tourism Center is an organization of community focused leaders dedicated to promoting a positive business environment by supporting economic development through networking, educating and promoting our local businesses, as a voice and resource for business, education, agriculture, civic and community organizations throughout the Mukwonago Area.

Farmers' Market Plan of Operation (All Season):

- One Entrance Open: Hwy 83 (NN/Veterans Parkway – closed)
- Farmers' Market to be held at Field Park - Please see area map attached
- Farmers' Market Manager on premise from 12:30 - 6:30pm
- Set-up 12pm, cleanup 6:01pm
- Expecting: 600+ patrons and 30 vendors (first weeks we expect a lower number of vendors)
- Please note monthly "Special Events" - Please see Special Events application attached
- No electricity provided
- Community Booth allowing local businesses, clubs and organizations to promote themselves
- DPW:
 1. Please Hang Banner on May 14th
 2. Barricades (2) - Both ends of the Market
 3. Picnic Tables removed from Vendor Booth Area
 4. Garbage Cans (4) - Throughout Market

Per Covid-19 regulations from the State of Wisconsin Executive Orders we will incorporate and direct vendors with the following information:

In Addition until the Covid-19 Regulations are lifted:

1. Farmers' markets, farm and produce stands are allowed to be open.
2. Shoppers are not allowed to touch the product until sold.
3. No samples; all food is to be consumed off-site.
4. Practice social distancing; 6 feet apart. Booths set farther apart.
5. Social Distancing Signs will be posted.
6. Vendors tents setup on one side only for one way walking around park circle. Flow of traffic paths will be marked.
7. Use "caution tape" around vendor tables to identify distance. As well as block off in-between vendors to ensure customers remain on one-way path.
8. Vendors will be required to have hand sanitizer at tent.
9. Vendors will be required to Wash hands with soap and water for at least 20 seconds as frequently as possible or use hand sanitizer.
10. Vendors required to wear gloves and masks.
11. Cover cough or sneezes in the sleeve or elbow (not hands).
12. Regularly clean high-touch surfaces.
13. Chamber will remain current with COVID-19 related directives and contact 2-1-1 with general questions about COVID-19 or through. <https://www.dhs.wisconsin.gov/covid-19/index.htm>
14. Resources and questions specific to program and new regulations can be directed to: dhswicfinnp@dhs.wisconsin.gov

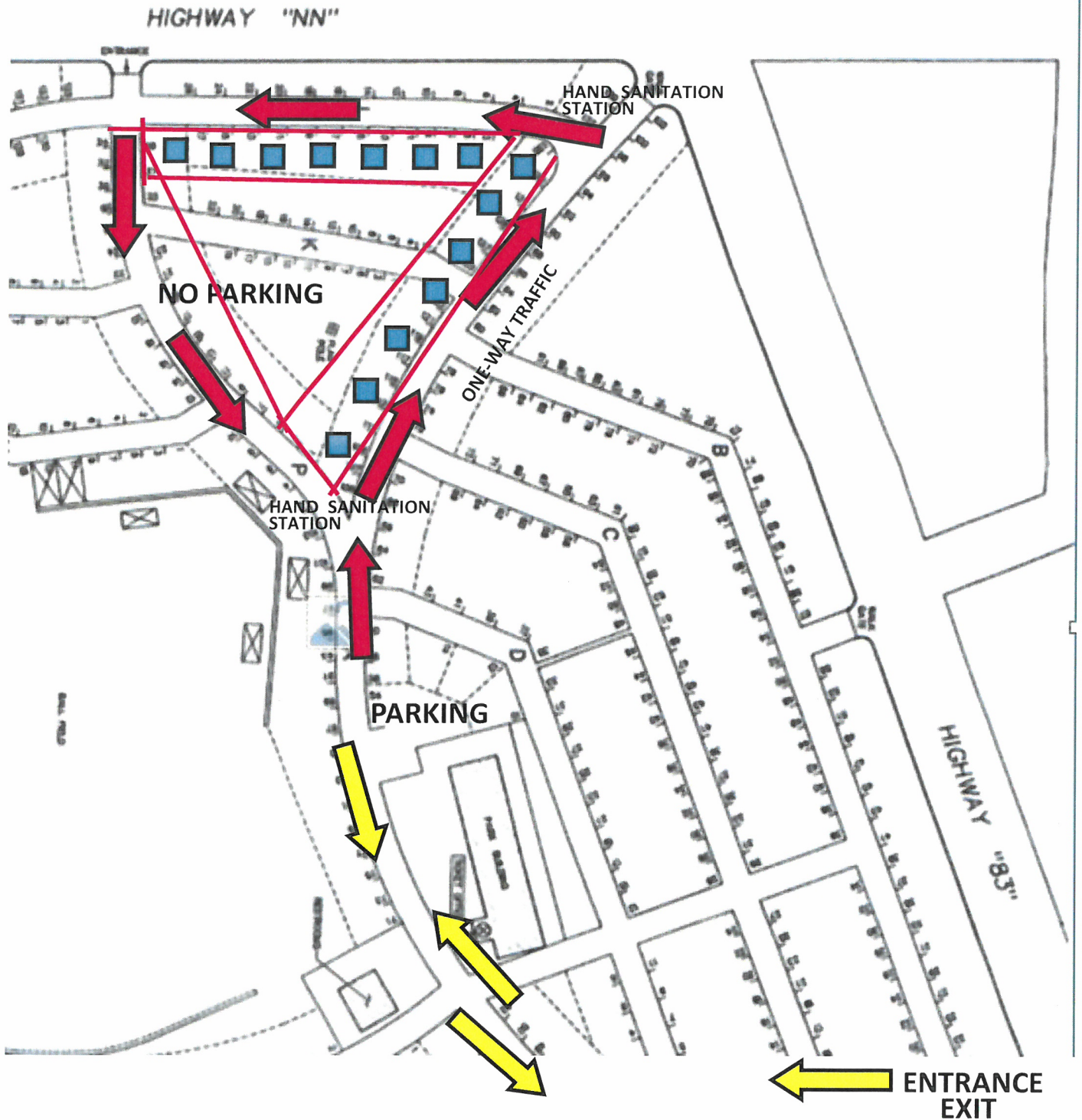
Please call April Reszka at the Chamber office with any questions (262) 363-7758 or email assistant@mukwonagochamber.org

MUKWONAGO AREA CHAMBER OF COMMERCE & TOURISM CENTER
100 Atkinson Street, Mukwonago, WI 53149

Mukwonago Farmers' Market - Every Wednesday, May 20 - October 14, 2020 - 2-6pm

Temporary Plan of Operation for Covid-19

All patrons enter and exit on Highway 83 (yellow arrows). NN entrance will remain closed.
Parking will take place by the pavilion. One-way foot traffic around the market (red arrows). Booths on the north-side of the walkway. Caution tape shown in red on front and back sides of each vendor space.
Vendor Spaces will be 12X12 with a 12X12 space on both sides of each booth. Hand Sanitation Stations.





100 Atkinson Street
Mukwonago, WI 53149
Phone: 262.363.7758
director@mukwonagochamber.org
www.mukwonagochamber.org

September 12, 2019

Dear Village Board:

I am sending this letter to acknowledge a new fee schedule that will be implemented for the Mukwonago Farmers' Market at Field Park for the 2020 summer Farmers' Market season. The 2020 summer Farmers' Market season will run from May 20th to October 14th, totaling 22 weeks. The fee we agreed upon is \$20 per week, which equates to \$440 for the 2020 summer season. Please invoice the Mukwonago Area Chamber of Commerce for the total amount prior to the start of the season.

The Chamber is a not-for-profit organization that relies on partnerships such as this to provide community-enriching services to the greater Mukwonago area.

Thank you for your continued partnership.

Sincerely,

April D. Reszka
Executive Director

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO PARK FACILITIES RENTAL APPLICATION FIELD PARK

Date Submitted: 1-28-2020

Complete, accurate and specific information must be entered. Please Print.

GUIDELINES

This form must be completely in its entirety and submitted to the Village of Mukwonago Clerk's Office, 440 River Crest Court, Mukwonago, WI, 53149, for approval. A signed copy authorizing the use of the Park Facility will be returned to the requesting party. Fees and the park form must be on file **two (2) months** prior to the event. "Residents" include Village of Mukwonago residents.

Mail completed applications to: Village Clerk-Treasurer's Office
ATTN: Field Park Usage
440 River Crest Ct
Mukwonago, WI 53149
Email to: lgourdoux@villageofmukwonago.com

FEES (check all that apply)

- | | | |
|---|----------------------------|----------|
| ☐ Field Park Pavilion A Resident (Main Pavilion) – 1-49 people | \$100.00 per day | \$ _____ |
| ☐ Field Park Pavilion A Resident (Main Pavilion) – 50-100 people | \$150.00 per day | \$ _____ |
| ☐ Field Park Pavilion A Resident (Main Pavilion) – more than 100 people | \$175.00 per day | \$ _____ |
| ☐ Field Park Pavilion B Resident (Ball Diamond Pavilion) | \$75.00 per day | \$ _____ |
| ☐ Field Park Pavilion C Resident (Playground Pavilion) | \$75.00 per day | \$ _____ |
| ☐ Field Park Baseball Field Reservation (for non-athletic organizations) | \$25.00 per day | \$ _____ |
| ☐ Field Park Baseball Field Lights | \$40.00 per day | \$ _____ |
| ☐ Entire Park Resident | \$200.00 per day | \$ _____ |
| ☐ Electricity and Coordination (Pavilions B or C) | \$15.00 per day | \$ _____ |
| ☐ Non-Resident Fee | Additional \$25.00 per day | \$ _____ |

Farmers' Market - Northeast end of Park #20/wk = \$440.00 per day
Special Rate
Fee Total \$ 440.00

DEPOSIT (check all that apply)

- | | | |
|---|----------|----------|
| ☐ Field Park Pavilion A and/or entire park Deposit | \$200.00 | \$ _____ |
| ☐ Field Park Pavilion B and C Deposit | \$100.00 | \$ _____ |
| ☐ Key Deposit | \$25.00 | \$ _____ |

Deposit Total \$ _____

APPLICANT INFORMATION

Name: Amy Mueller - Mukwonago Area Chamber of Commerce
Address: 100 Atkinson St City: Mukwonago State: WI Zip: 53149
Daytime Phone: 414-852-7773 Fax: _____
E-Mail: MukwonagoFarmersMarket@gmail.com

ORGANIZATION INFORMATION

Name of Organization: Mukwonago Area Chamber of Commerce
Mailing Address: 100 Atkinson St City: Mukwonago State: WI Zip: 53149
Phone Number: 262-363-7758 Is the organization a 501(c)3 organization?: ☐ YES ☒ NO
Website Address: www.mukwonagochamber.org

RENTAL INFORMATION

Date(s) of the Event: May 20 - Oct 14, 2020 - Wednesdays
Estimated # of Participants: 600
NOTE: (If there are 150 people or more, a special event permit will be required under separate application):
Event Start Time: 12:00 - Vendors 2:00 - Public Event End Time: 6:00 public - 7:00 Vendors gone

A. Generally describe your event and its purpose.

Farmers Market with growers and producers, open to the public for shopping

B. Will you be serving alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses may be necessary under separate application.* ☐ YES ☒ NO

C. Does your event involve amplified music? No
If yes, will the amplified music be a: ☐ Band ☐ DJ ☐ Other
Hours of amplified music: _____

D. If you will be using the baseball field lights, what are the times needed?

E. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. There may be a separate fee for tent inspection.* ☒ YES ☐ NO

Each vendor sets up their own 10 ft x 10 ft tent. All tents must be weighted or staked.

F. Please describe your dumpster/clean-up plan.

Garbage cans on site for shoppers waste.

G. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?

Put Farmers Market Banner up on May 14th, take down Oct 15th
Two Barricades
Four Garbage Cans
* please see plan of operation.

INSURANCE REQUIREMENTS

The applicant will provide an indemnity bond if the event has 50-149 people per day. The applicant will obtain liability insurance for an event that includes alcohol or has 150 or more people per day. Proof of this insurance, with coverage no less than \$1,000,000 which names and endorses the Village, its officers, agents, employees, and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required?: ☒ YES ☐ NO

DEPOSIT REQUIREMENTS

The applicant is required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit (amount listed above) each scheduled day of the event (or portion thereof) two months prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

TERMINATION OF AN EVENT

The Village reserves the right to shut down an event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved park facilities use permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.


Signature- Applicant
Amy C Mueller
Print Name

1-28-2020
Date

FOR OFFICE USE ONLY			
Date Fees/Deposit Paid	Receipt #	Date Deposit Returned	Permit #
Key # Issued	Date Key Issued	Key # Returned	Date Key Issued
Application forwarded to: ☐ Administrator ☐ Building Inspection ☐ Fire Department ☐ Police Department ☐ Public Works Department			

LICENSE AGREEMENT

THIS LICENSE, Made and entered into this ____ day of _____, 2020, by and between Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies, hereinafter referred to as "Licensor", and Village of Mukwonago, a municipal corporation, hereinafter referred to as "Licensee"; (Individually sometimes referred to as "Party", collectively as "Parties").

WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to develop, at Licensee's sole cost and expense, and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail (hereinafter "Premises") and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), which Premises is located West of Holz Parkway to Village Parking lot, north of I-94, being a part of the Southwest ¼ of Section 25, Township 5 North, Range 18 East, Village of Mukwonago in Waukesha County, Wisconsin. The general location of said Lands and Premises is shown highlighted on the maps marked Exhibit "A", attached hereto and made a part hereof. Licensor recommends a 10 foot wide road grade asphalt trail with a 1 foot gravel edge on both sides of the trail with road grade rating.

The License and permission herein granted is subject to the following conditions:

1. Term: The term of this License Agreement (hereinafter "License") shall be for a period of five (5) years (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")
2. Termination: Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least 90 days prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than 90 days after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands.
3. Non Use: Licensee shall have one (1) full year, beginning at the Commencement Date of this License, to begin construction of the Trail and one (1) full year after the start of construction to complete construction, as permitted herein. If Licensee fails to begin construction of the Trail within one (1) year of the Commencement Date or complete construction of the Trail within one (1) year, this License shall terminate immediately without notice from Licensor.
4. Base Rent: During the Initial Term and extensions thereto, no Base Rent shall be due.
5. Assignment: Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License unless otherwise approved by Licensor in writing.
6. Acceptance of Premises: Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil

or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the licensed Lands and Trail have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Lands and Premises or not.

7. Permitted and Prohibited Uses: The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing a recreation trail and permitted appurtenances thereto for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Lands or Premises at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Premises. However, Licensee shall be permitted to use motorized vehicles for the patrol, maintenance and other permitted uses of the Lands and Premises. The Licensee also agrees that no horses will be used or permitted on the Lands and Premises. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on the Lands and Premises.
8. Signage: Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Lands and Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently as desired by Licensor. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Lands or Premises.
9. Zoning and Permits: Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, a copy of the final permits must be provided to the Licensor prior to the commencement of any work on the Lands or Premises by Licensee and upon reasonable time for Licensor to review the permits.
10. Governmental Jurisdiction: Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of Village of Mukwonago, Waukesha County, State of Wisconsin and all other governmental bodies having jurisdiction, over the operation of Licensee's or Licensor's business or occupation of the Lands and Premises.
11. Construction and Other Liens: Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands or to charge the Base Rent payable hereunder, if any, for any claim in favor of any person

dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs. Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises and Lands by or at Licensee's direction on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold Licensor harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the Leasehold estate or against the right, title and interest of the Licensor in the Premises and Lands or under the terms of this License. Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensor's or its mortgagees' interest in the Premises and Lands to be placed upon the Premises or Lands arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay same. Licensee shall provide Licensor with Lien Waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises or Lands. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensor to Licensee and Licensee has not posted with Licensor a bond in the amount of at least 125% thereof, Licensor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Licensee to Licensor and shall be paid to Licensor immediately on presentation of a bill therefor. Notwithstanding the foregoing, Licensee shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Licensor and Licensor's mortgagee in the Lands, and Licensor and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Licensor and any such mortgagee. If Licensee has posted a bond with Licensor in the amount of 125% of the liens, such liens can and will be cleared within 180 days of filing. However, Licensor reserves the right at any time prior to the expiration of said 180 day period to make a demand on said bond to clear its title in the event such liens would prevent Licensor's lawful use or transfer of its property in any way or to prevent any loss of Licensor's fee simple ownership rights. Licensor reserves the right to make demand on any such bond immediately upon expiration of said 180 day period. Licensor agrees to notify Licensee of its intent to secure the release of any such liens from the posted bond. No temporary or permanent construction may occur in wetlands. If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE"). The Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits.

12. Diggers Hotline: Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Lands and Premises in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Lands, Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.
13. Plan Review and Approval: Licensee shall submit to Licensor and to ATC for its review and written approval, detailed site plans and construction drawings (hereinafter "Plans") showing the proposed location of the Trail with respect to the Lands and Utility Facilities, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. If Licensee intends to use any fill on Licensor's Lands, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensor for the presence of Hazardous Material as defined in Section _____ hereinafter. Licensee will not install or construct or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved plans for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.

14. Height Restrictions: Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Lands or Premises having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
15. Runoff Control: Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources (hereinafter "WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
16. Drainage and Grade Changes: Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Lands or Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands and Premises, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced; they can not be removed, filled or otherwise blocked.
17. Maintenance and Landscaping: Licensee shall, at its sole cost and expense, keep the Licensed Lands and Premises routinely mowed and free of weeds to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Lands and Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Lands or Premises without the express written permission of the Licensor. Licensee agrees to keep the Lands and Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
18. Work Standards: During construction, use of and repairs or maintenance to the Lands or Premises pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee on the Lands or Premises shall be performed in such a manner as not to interfere with the use of Licensor's Lands for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date.
19. Damage to Facilities: Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises by Licensee, its employees, agents, contractors, customers or invitees. In the event the Lands, Premises or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted

on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.

20. Movement of Licensor Facilities: In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of Licensor's Lands and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof but Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith.
21. Proximity to Gas Lines/Facilities: During construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises pursuant to this License, while in proximity to gas lines and gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the gas lines or gas facilities being placed in violation of any applicable law or regulation. In the event the Lands, Premises, adjoining lands or existing gas facilities or related facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
22. Solid Waste: Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Lands or Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the Lands and Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Lands, Premises or elsewhere.
23. Hazardous Materials: Licensee its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Licensor's adjoining lands. The use and/or storage of Hazardous Material by or for any assignee is prohibited. Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Licensor or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Lands, Premises or elsewhere; or (b) the condition, use, or enjoyment of any other real or personal property.

As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any oil, petroleum products, and their byproducts; and

- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Licensee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises or Lands by the Licensee and the Licensee shall give immediate notice to the Licensor of any violation or potential violation of the provisions of this Section _____. Licensee shall defend, indemnify, and hold harmless Licensor and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- aa. The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;
- bb. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material;
- cc. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or
- dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this License.

Provided Licensee is not in violation of any federal, state or local laws, rules, ordinances or orders existing at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of any antifreeze, oil, petroleum products and their byproducts from Licensee's vehicles or those of its employees, contractors, visitors and invitees affecting the Premises and Lands and provided any such discharge, release or emission is in the typically small amounts associated with parking lot and driveway usage, Licensee shall not be considered to be in violation of this Section. Any larger discharge, leak, release or emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the products must be quickly and thoroughly cleaned up by Licensee and properly disposed of off Licensor's lands or Licensee will be considered in violation of this Section.

Licensee shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of its vehicles or the vehicles of its employees, agents, contractors and invitees.

Nothing contained herein shall be construed to preclude Licensee from using Hazardous Materials in the routine maintenance of the Lands or Premises without the prior consent of Licensor so long as such materials are readily available to the general public or are applied by a contractor licensed for such application and are used in compliance with federal, state or local laws and regulations for its intended purpose and is applied in the manner and quantities recommended by the product manufacturer and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

24. Job Inspector Notification: Licensee agrees to contact Rollie Simatic 414-944-5955 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:

- a) At least seven (7) days prior to the commencement of the project herein permitted.

- b) Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration.
- c) Within seven (7) calendar days after the restoration has been completed.
- d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken.

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Lands and Premises and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

- 25. Indemnification/Insurance: Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Lands and Premises resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor. Licensee agrees to deliver to the Licensor a certificate to the effect that it has in full force and effect a comprehensive general liability insurance policy, which may be supplemented by an umbrella policy, issued by a reputable insurance company and Bodily Injury Liability coverage in the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability coverage in the amount of \$250,000 each accident, and further providing that Licensor will receive at least ten (10) days notice in writing of any cancellation thereof and naming Licensor as an additional insured. Licensee agrees to continue such insurance in force during the entire term of this License, and shall furnish like certificates for any renewal thereof.
- 26. Safety and Protection: The Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. The Licensee agrees to maintain the same in good condition, repair and appearance at all times. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Lands and Premises and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Lands, Premises or facilities.
- 27. Galvanic/Stray Current/Grounding: Licensee agrees to release Licensor from any responsibility for damage or personal injury resulting from electromagnetic fields electrolysis due to local galvanic or stray current conditions on or along said Lands. Further, Licensee agrees to assume all costs for electrolysis protection. All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor.

28. Removal of Improvements: Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail surfaces and drainage structures from the Lands or Premises. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
29. Restoration: Licensee agrees to restore or cause to restore the Lands and Premises of Licensor to the condition existing prior to any disturbance to such Lands and Premises. Licensee further agrees that upon the earlier termination or expiration of this License by either Party, the Lands, including the Premises shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of Lands and Premises. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.
30. Snow Plowing: Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
31. Taxes: During the License Term, Licensee shall be responsible for all taxes on the Licensed Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensor's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensor shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Licensed Space (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee. Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensor in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensor is ultimately successful. If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Licensor under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensor hereunder shall be reimbursable to Licensor by Licensee as Additional Rent
32. Breach of License: In the event Licensee shall breach or violate any of the terms, conditions or provisions of this License, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensor, without liability to Licensee, without notice or demand, to declare said License terminated and to re-enter the Premises either with or without process of law and to expel,

remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Lands and Premises again as before this grant of License without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensors shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensors for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensors prevail.

33. Licensors Right to Enter: The Licensors reserve unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order to verify Licensee's compliance with the Lease terms, iii) for access to Licensors' Lands including the Premises, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises and the Lands without liability to Licensee, the same as though this License had not been entered into. Licensors or ATC through Licensors may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises upon notice to do so in the event Licensors deem it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensors or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensors and/or ATC deem necessary and for such periods of time as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensors to do so. Licensors and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensors that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.

34. Paramount Rights: The rights of the Licensors and ATC to utilize the Lands and Premises in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensors from granting rights to other Parties or persons in, upon or under the Lands and/or Premises for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.
35. Fees and Charges: As a condition of the agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensors, which consent shall not be unreasonably withheld.
36. Alcoholic Beverages Prohibited: Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Lands and Premises.
37. Police Protection: Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.
38. Notices: All notices to Licensors shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to Wisconsin Electric Power Company, Property Management, Room P129, 231 West Michigan Street, Milwaukee, Wisconsin 53201, or at such other address or place as Licensors may from time to time

designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery.

All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail addressed to _____ or at such other place as Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.

39. Waiver of Terms and Conditions: Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
40. Costs and Attorney Fees: Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced. In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
41. No Joint Venture: The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licensor and Licensee, to make them joint ventures, nor to make Licensor in any way responsible for the debts or losses of Licensee.
42. Obligations Survive: All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the term of this License shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands.
43. Binding Effect: The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section hereof.
44. Captions: The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License nor in any way affect this License.
45. Severability of Provisions: If any term, covenant or condition of the License or the application thereof to any person or Party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, Parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.
46. Interpretation: The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
47. Acceptance: Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions.

The covenants herein contained shall bind the Parties mutually and their respective successors and assigns.

IN WITNESS WHEREOF, the said WISCONSIN ELECTRIC POWER COMPANY has caused these presents to be signed by Tonya M. Peters, its Manager of Property Management on the _____ day of _____, 2020, and the said _____, has caused these presents to be signed by its _____ and its _____ and its corporate seal to be hereunto affixed this _____ day of _____, 2020.

In Presence Of:

WISCONSIN ELECTRIC POWER COMPANY
(Licensor)

By _____
Tonya M. Peters, Manager of Property Management

VILLAGE OF MUKWONAGO
(Licensee)

By: _____
Name: _____
Title: _____

ATTEST:

By _____

R:\Data\as\Real Estate\Recreation Trails\Recreation Trails\MASTER REC TRAIL LICENSE TEMPLATES\MASTER REC TRAIL LICENSE TEMPLATE 2020.doc

This document was drafted by Julie Simmons on behalf of We Energies, P. O. Box 2046, Milwaukee, Wisconsin 53201.



We Energies recommends a 10 foot wide road grade asphalt trail with a 1 foot gravel edge on both sides of the trail with road grade rating. This is a utility cooridor and heavy trucks will be driving over the trail.

AGENDA ITEM REQUEST FORM

Committee/Board:	Village Board
Topic:	Motion to approve a contract amendment for Zoning Code Rewrite with Civi Tek Consulting, Inc. to commence work immediately on conditional uses to meet State Code guidelines at a cost of \$2,100.
From:	Ben Kohout
Department:	Planning & Zoning
Presenter:	Village Planner, Ben Kohout
Date of Committee Action (if required)	May 6, 2020
Date of Village Board Action (if required)	

Information

Subject:

Motion to approve a contract amendment for Zoning Code Rewrite with Civi Tek Consulting, Inc. to commence work immediately on conditional uses to meet State Code guidelines at a cost of \$2,100.

Background Information/Rationale:

The state legislature passed a new law in 2017 that made fundamental changes to how municipalities in Wisconsin review and act on conditional use applications. In response, the Village adopted Ordinance 967 in 2019.

Beyond that, staff believes there are other provisions in the zoning code that should be addressed now (in the next several months) instead of waiting to address them with the zoning code rewrite project which will be completed in that last quarter of 2021. Under the new law, approval of a conditional use application is essentially assured as long as the petitioner shows they will comply with the municipality's conditions and requirements. Staff has identified at least 25 conditional land uses that could potentially pose an unacceptable risk to the Village and ultimately to property owners in the area around a proposed conditional use. In addition, staff determined that many of these land uses have few if any conditions/requirements.

If so requested, Civi Tek will undertake a review of the Village's zoning code and develop a set of recommended revisions to address these and other issues. This work will be done as part of the existing contract. The \$2,100 proposed will be simply deducted from the previously

approved amount for the contract.

Key Issues for Consideration:

Fiscal Impact (if any):

n/a

Requested Action by Committee/Board:

Attachments

Civi Tek First Amendment

**FIRST AMENDMENT OF THE AGREEMENT BETWEEN VILLAGE
OF MUKWONAGO AND CIVI TEK CONSULTING, LLC**

The agreement between the Village of Mukwonago (Client) and Civi Tek Consulting LLC (Consultant) relating to the rewrite of the Village's zoning/sign code is amended as set forth herein.

- A. The Consultant will review the Village's zoning code to evaluate potential revisions relating to conditional uses in light of 2017 Wisconsin Act 67. The Consultant will especially review procedures, conditions, and requirements relating to conditional uses. The consultant's findings and recommendations will be submitted to the Village within three weeks of the effective date of this amendment. Based on direction provided by the Village, the Consultant will then draft an ordinance with the proposed changes.
- B. The work will be done for \$2,100, which will be deducted from the budget amount allocated to Phase 2.
- C. All other aspects of the agreement remain unchanged.
- D. This amendment will become effective when signed by both parties on the date of the last signature.

Consultant

Civi Tek Consulting, LLC



Tim Schwecke, AICP

04-24-2020

Date

Client

Village of Mukwonago

Name and Title

Date



Committee/Board:	Public Works
Topic:	UB Appeal
From:	Dave Brown
Department:	Utilities
Presenter:	Dave Brown
Date of Committee Action (if required):	05/06/20
Date of Village Board Action (if required):	05/20/20

Information

Subject: UB Appeal

Background Information/Rationale:

The homeowner said the outside hose bib froze and broke and ran for some time before being found. The employee did not observe the leak. We were called after billing was done and he complained about the sewer bill and told us what had happened. We have not given credits in the past unless we observed the leak to know it did not go down the sewer. The employee did do a thorough check of all the homes plumbing and could not find any signs of any internal leaks or repairs made. The employee even checked the internal parts of the toilet for signs of a past high water mark and none were found. The employee is strongly convinced that the water all leaked outside and did not go down the sewer. Based on strong observations I would recommend allowing the credit.

Key Issues for Consideration:

Fiscal Impact (If any):

Normal usage was 2,000 gallons and this resident used 45,000 gallons in this billing period. Sewer is billed based on water consumption.

This water did not drain into the sewer system, it drained outside, so there was no treatment or cost to the village for sewer. 43,000 gallons @5.93/1,000 gals is a \$254.99 credit for sewer.

Requested Action by Committee/Board:

Approve sewer credit of \$254.99

Attachments

Letter & Usage Report

From: Gene Krueger [<mailto:erkrueg@gmail.com>]
Sent: Tuesday, April 7, 2020 8:51 PM
To: Lissa Berndt <lberndt@villageofmukwonago.com>
Subject: Utility Bill Appeal

To Whom It May Concern,

I am writing this letter to appeal my utility bill in the amount of \$589.28 for 1311 Riverton Dr., Mukwonago. The account number is 4781.

First off, I realize how insignificant this issue is with the coronavirus pandemic going on, and we hope everyone stays well.

I have lived in Mukwonago for about 30 years, and this is the only time I have had an issue. The problem occurred this winter when my rear hose bibb was accidentally turned on. I really do not know how this happened, whether I did not turn the water completely off inside or if the water was accidentally turned on outside. Either way, the hose was attached but there was a leak at the connection of the hose to the hose bibb. This leak continued for a considerable length of time without me noticing it, resulting in a very large water usage. This occurred as a complete accident. I would like to point out that more than half of my Utility Bill is for the Sewer charge. The extra water dripping from the hose connection fell to grade and never utilized the sewer system. The sewer was never "stressed" for this additional amount of water. Also, I typically use a relatively small amount of water due to the fact that I am the only person in the household. I believe I am charged a certain "minimum" amount that results in me paying a premium for the water I actually use. I am not sure this is true, but that is what I am lead to believe.

So with all that being said, I hope you can reduce my current total Utility Bill; in comparison, my previous bill was \$139.91. Thank you for your consideration and review of this matter.

Sincerely,
Eugene Krueger
1311 Riverton Dr.
Mukwonago, Wi 53149

History Register

Tuesday, April 14, 2020

1/3

Account #		Service Address		Customer Name		Balance Due	
Posted	Created	Trx Info	Item Name	Meter Read	Usage	Amount	Balance
Billing Item		Rate Name	Billed	Usgr Due Date	Transaction Type		
4781		1311 RIVERTON DR		KRUEGER, EUGENE		\$589.28	
03/04/20	03/04/20	03:35	Meter Read	WATER	496	45	\$0.00
12/03/19	12/06/19	12:03	Meter Read	WATER	451	2	\$0.00
09/03/19	09/06/19	02:07	Meter Read	WATER	449	6	\$0.00
05/31/19	03/01/19	12:00	Meter Read	WATER	443	1	\$0.00
03/01/19	03/01/19	12:00	Meter Read	WATER	442	2	\$0.00
11/30/18	11/30/18	12:00	Meter Read	WATER	440	3	\$0.00
08/31/18	08/31/18	12:00	Meter Read	WATER	437	5	\$0.00
06/01/18	06/01/18	12:00	Meter Read	WATER	432	3	\$0.00
03/05/18	03/05/18	12:00	Meter Read	WATER	429	2	\$0.00
12/01/17	12/01/17	12:00	Meter Read	WATER	427	3	\$0.00
09/01/17	09/01/17	12:00	Meter Read	WATER	424	5	\$0.00
06/01/17	06/01/17	12:00	Meter Read	WATER	419	3	\$0.00
03/01/17	03/01/17	12:00	Meter Read	WATER	416	3	\$0.00
12/01/16	12/01/16	12:00	Meter Read	WATER	413	2	\$0.00
09/01/16	09/01/16	12:00	Meter Read	WATER	411	3	\$0.00
06/03/16	06/03/16	12:00	Meter Read	WATER	408	3	\$0.00
03/01/16	03/01/16	12:00	Meter Read	WATER	405	3	\$0.00
12/02/15	12/02/15	12:00	Meter Read	WATER	402	2	\$0.00
08/31/15	08/31/15	12:00	Meter Read	WATER	400	6	\$0.00
06/03/15	06/03/15	12:00	Meter Read	WATER	394	3	\$0.00
03/03/15	03/03/15	12:00	Meter Read	WATER	391	3	\$0.00
12/02/14	12/02/14	12:00	Meter Read	WATER	388	3	\$0.00
09/02/14	09/02/14	12:00	Meter Read	WATER	385	3	\$0.00
06/03/14	06/03/14	12:00	Meter Read	WATER	382	3	\$0.00

AGENDA ITEM REQUEST FORM

Committee/Board:	Village Board
Topic:	Motion to approve Change Order #1 for River Park Estates paving, a cost reduction of \$15,843.30 on the contract price due to a calculation error.
From:	Ron Bittner
Department:	Public Works
Presenter:	Jerad Wegner
Date of Committee Action (if required)	5/6/20
Date of Village Board Action (if required)	5/20/20

Information
Subject:

Motion to approve Change Order #1 for River Park Estates paving, a cost reduction of \$15,843.30 on the contract price due to a calculation error.

Background Information/Rationale:

Due to a calculation error, There is a cost reduction of \$15,843.30 on the contract price.

Key Issues for Consideration:

Approval of change order #1 for the river Park Estates street rehabilitation project.

Fiscal Impact (if any):

Project estimate is reduced by \$15,843.30

Requested Action by Committee/Board:

Attachments

River Park Estates - CO

Change Order No. One (1)

Date of Issuance: April 14, 2020

Effective Date: April 14, 2020

Contract: River Park Estates Rehabilitation Phase 2
 Contractor: Wolf Paving Company, Inc.
 Address: 612 N. Sawyer Road
 Oconomowoc, WI 53066

Owner: Village of Mukwonago
 Engineer: Ruekert & Mielke, Inc.
 Engineer's Project No.: 12-10128.200
 Effective Date of Contract: April 10, 2020

The Contract is modified as follows upon execution of this Change Order:

Description:

Lower unit price of Bid Item No 82 - "3-inch Asphalt driveway replacement" from \$240.74 per square foot to \$10.47 per square foot. Total Contract Price is anticipated to **decrease by \$26,481.05** for this item.

Direct Contractor to pavement pulverize and overlay of Dahms Drive. Total Contract Price is anticipated to **increase by \$10,637.75** for this item.

Reason for Change Order:

Correct error in unit price submitted with bid.

Decision made by Village to include Dahms Drive on April 9, 2020.

Attachments:

Correspondence from Wolf Paving Company, Inc. dated February 20, 2020 and Analysis of Change Order No. 1.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 1,402,046.43	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase/Decrease from previously approved Change Orders: \$ 0.00	Increase/Decrease from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 1,402,046.43	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ 15,843.30	Increase/Decrease of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 1,386,203.13	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Michael E. Michalski
 Engineer (Authorized Signature)

By: _____
 Owner (Authorized Signature)

By: Ben Dack
 Contractor (Authorized Signature)

Michael E. Michalski
 Ruekert & Mielke, Inc.

Village of Mukwonago

Wolf Paving, Inc.

Date: April 14, 2020

Date: _____

Date: 4/15/2020

00 63 63-1

04/14/20

Ruekert & Mielke, Inc.

~12-10128 River Park Estates Rehabilitation Phase 2 > Construction > Changes > 00 63 63 Change Order 1.doc~

Shird, Susan

From: Brian Gallick <Brian.Gallick@wolfpaving.com>
Sent: Thursday, February 20, 2020 9:26 AM
To: Michalski, Michael
Cc: Ron Bittner
Subject: RE: Mukwonago Village River Park Estates Rehabilitation Project

Hi Mike,

Yes the correct unit price for bid item #82 should have been \$10.47/SF.

Thank you,
Brian Gallick
Project Estimator/Manager



Wolf Paving Co., Inc
612 N. Sawyer Rd
Oconomowoc, WI 53066

Phone: 262.965.2121 x.223
Mobile: 608.209.3484
Email: Brian.Gallick@wolfpaving.com
Website: www.WolfPaving.com

Notice: The information contained in this e-mail and any attached documents may be privileged, confidential and protected from disclosure. If you are not the intended recipient you may not read, copy, distribute or use this information. If you have received this communication in error, please notify the sender immediately by replying to this message and then delete it from your system.

From: Michalski, Michael <mmichalski@ruekert-mielke.com>
Sent: Thursday, February 20, 2020 8:44 AM
To: Brian Gallick <Brian.Gallick@wolfpaving.com>
Cc: Ron Bittner <rbittner@villageofmukwonago.com>
Subject: Mukwonago Village River Park Estates Rehabilitation Project

Hi Brian,

As we discussed earlier today, we came across an incorrect unit price for the 3-inch asphalt driveway replacement bid item that was clearly wrong. You indicated that the bid item subtotal shown on the bid was for the amount you intended for the total bid price. However we, nor the municipality, cannot legally change the bid unit prices according to Section 00 21 13 Instructions to bidders. Therefore, we will recommend award using the adjusted total of the Base Bid in the amount of \$1,341,541.65. Could you provide to me your intended unit price and subtotal for the Bid Item #82 - 3-inch asphalt driveway replacement and we will adjust the price through a Change Order once the Contract Documents have been Executed. If you have any questions please feel free to contact me.

Thank you,
Mike

Michael E. Michalski
Project Engineer



262-953-3004



262-391-3552
mmichalski@ruekert-mielke.com
ruekertmielke.com

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R/M was named a Top Workplace! Learn more about [our culture](#).

ANALYSIS OF CHANGE ORDER NO. 1

OWNER: Village of Mukwonago
PROJECT: River Park Estates Rehabilitation Phase 2
DATE PREPARED: April 14, 2020

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL ESTIMATED QUANTITY	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	REVISED ESTIMATED QUANTITY	REVISED UNIT PRICE	REVISED ESTIMATED CONTRACT AMOUNT
75	Pulverizing, removals, shaping, and compacting necessary to bring street to grade	S.Y.	45,765	\$3.17	\$ 145,075.05	46,340.00		146,897.80
76	Excavation below subgrade, if required	C.Y.	735	\$19.80	\$ 14,553.00	745.00		14,751.00
77	Geotextile subgrade stabilization, if required	S.Y.	2,200	\$2.95	\$ 6,490.00	2,230.00		6,578.50
78	Excavation below subgrade (EBS) backfill, if required	TON	1,470	\$22.80	\$ 33,516.00	1,490.00		33,972.00
80	2 1/2-inch Asphaltic Concrete Binder Course	TON	6,920	\$56.50	\$ 390,980.00	7,010.00		396,065.00
81	1 1/2-inch Asphaltic Concrete Surface Course	TON	4,155	\$59.75	\$ 248,261.25	4,205.00		251,248.75
82	3-inch Asphalt driveway replacement	S.F.	115	\$240.74	\$ 27,685.10		\$10.47	1,204.05
SUBTOTAL OF ORIGINAL CONTRACT ITEMS					\$ 968,560.40			\$860,717.10

ORIGINAL CONTRACT AMOUNT \$1,402,046.43
EXECUTED CHANGE ORDERS \$0.00
CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER \$1,402,046.43

REVISED ESTIMATED CONTRACT AMOUNT WITH THIS CHANGE ORDER (\$15,843.30)
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$1,402,046.43
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER \$1,386,203.13

CHANGE ORDER NO. 1 TOTAL AMOUNT (\$15,843.30)
CURRENT PERCENT OF CONTINGENCY -1.13%

AGENDA ITEM REQUEST FORM

Committee/Board:	Village Board
Topic:	Motion to approve Task Order No. 2020-06 from Ruekert Mielke, Inc. for the Design and Bidding of CTH LO Sanitary Sewer Rehabilitation in the amount of \$20,820.
From:	Jerad Wegner
Department:	Public Works
Presenter:	Jerad Wegner
Date of Committee Action (if required)	May 6, 2020
Date of Village Board Action (if required)	May 6, 2020

Information

Subject:

Motion to approve **Task Order No. 2020-06** from Ruekert Mielke, Inc. for the Design and Bidding of CTH LO Sanitary Sewer Rehabilitation in the amount of \$20,820.

Background Information/Rationale:

The Task Order is to provide design and bidding related services for the reconstruction of an existing 8-inch sanitary sewer along CTH LO, west of STH 83. The Village had planned to complete this work as part of the STH 83 WisDOT project but was recently notified by Waukesha County that they are planning to repave CTH LO from STH 83 to the west. The County is planning to complete this work this summer and the Village will need to replace their sewer prior to paving.

Key Issues for Consideration:

The replacement of this sanitary sewer has been on the Village's long term plan and was planned to be incorporated into the STH 83 WisDOT project. With the County planning to repave this stretch of roadway this summer, the Village will need to fast forward this work and complete the sanitary sewer replacement prior to paving.

Fiscal Impact (if any):

\$20,820

Requested Action by Committee/Board:

Attachments

2020-06 CTH LO Sanitary Sewer Rehabilitation

TASK ORDER

This is Task Order No. (2020-06),
consisting of 3 pages
Village of Mukwonago
CTH LO Sanitary Sewer Rehabilitation

Task Order

In accordance with the Agreement Amendment between Village of Mukwonago (Owner) and Ruekert-Mielke, Inc. (Engineer) dated February 20, 2019, Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: CTH LO Sanitary Sewer Rehabilitation
- B. Description: Waukesha County has indicated that they are planning to repave CTH LO from STH 83 to the west. The Village has an 8-inch sanitary sewer main in the area that is in need of rehabilitation. The Village had planned to incorporate this work into the STH 83 downtown project but will need to complete this work prior to the County paving this summer. The sewer segment is 385 feet long.

2. Services of Engineer

Phase 200 – Design and Bidding

- Perform site topographic survey, including measure downs of sanitary sewer.
- Site visit to review layout and planned construction.
- Prepare plan and profile set of drawings along the centerline alignment for proposed sanitary.
- Prepare plan of drawings for construction details, traffic control and erosion control.
- Prepare project specifications and other bidding documents.
- Upload bidding documents for online viewing/ordering.
- Answer Contractor questions during bidding period.
- Attend Bid Opening.
- Review bids for completion of all contract requirements. Review prequalification statements, and bidder references.
- Issue Recommendation of Award and Notice of Award.
- Attend Village Board meeting to answer questions about the award of the project.

Work Available as additional services:

The following services are not included in this effort because we have assumed they are not necessary or the scope of such services has not yet been defined:

- Easements, title searches or other property acquisition services
- SEWRPC coordination,
- ACOE and DNR permitting,
- Wetland delineations,
- Environmental assessments or investigations,
- Funding requirements,
- Floodplain analysis and approvals,
- Permit applications not listed,
- Public Information Meetings.

3. Owner's Responsibilities

The Village will Coordinate with Ruekert Mielke staff to review draft plans, meet onsite to review layout and attend bid opening. Owner will pay for the cost of advertisement, Engineer's reimbursable expenses, reproduction of the bidding documents, distribution of the bidding documents, and will refer all bidders' questions to the Engineer for response.

TASK ORDER

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Advertisement for Bid	June 3, 2020
Bid Opening	June 17, 2020
Recommendation of Award	July 1, 2020

A. Owner shall pay Engineer for services rendered as follows:

<u>Category of Services</u>	<u>Compensation Method</u>	<u>Lump Sum Estimate of Compensation for Services</u>
200 Design and Bidding	Lump Sum	\$20,820

B. The terms of payment are set forth in the Standard Terms and Conditions.

5. Consultants

N/A

6. Other Modifications to Standard Terms and Conditions

N/A

7. Attachments

Level of Effort breakdown for Design and Construction.

8. Documents Incorporated by Reference

Ruekert & Mielke, Inc. / Village of Mukwonago Master Agreement

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions, (as modified above) set forth in the Master Engineering Agreement Amendment between Owner and Engineer, dated February 20, 2019, which are incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

Village of Mukwonago

By: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: Steven C Wurster

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: April 30, 2020

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

Name: Jerad J Wegner, P.E.

Title: Team Leader/Project Manager

Address: W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Email: jwegner@ruekert-mielke.com

Phone: 262-953-3006

Fax: 262-542-5631

**CTH LO Sanitary Sewer Rehabilitation
Engineering Services Estimate**

	Jerad Wegner	Michael Michalski	Survey	Drafting	Sue Shird	
Initials	JJW	MEM			SJS	
Employee Class	E6	E3	Crew Chief	ET-2	AA	Task Total
Hourly Rates	\$ 170	\$ 128	\$ 125	\$ 121	\$ 78	Dollars
Survey and Design Phase						
Design Survey and Measuredowns of Downstream Sewer			20			\$ 2,500
Onsite Walk Thru and Sewer Layout	2					\$ 340
Prepare Project Manual	4	36			8	\$ 5,912
Prepare Plan Set	8	24		32		\$ 8,304
100% Design Review						\$ -
1. Internal Quality Control Review	2	3				\$ 724
2. Village of Mukwonago Review	2	3				\$ 724
Prepare Advertisement for Bids		2			4	\$ 568
Answer Contractor Questions		2				\$ 256
Attend Bid Opening		3				\$ 384
Evaluate Bids, Prepare Bid Tab		1			4	\$ 440
Assist Village with Contractor References		2				\$ 256
Prepare Recommendation for Award		2			2	\$ 412
Construction Phase Subtotal (Hours) =	16	78	20	32	18	
Construction Phase Subtotal (Dollars) =	\$ 2,720	\$ 9,984	\$ 2,500	\$ 3,872	\$ 1,404	\$ 20,820

**Amendment to Agreement for the
Development
Of Improvements for
Box Self Storage LLC**

Document Number

Title of Document

The property affected by this Agreement is legally described on the attached Exhibit A.

Record this document with the Register of Deed.

Name and Return Address

Atty. Mark G. Blum
Hippenmeyer, Reilly, Blum, et. al.
PO Box 766
Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum,
Schmitzer, Fabian & English, S.C.
720 Clinton St., PO Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
Email: mgblum@hrblawfirm.com



Mukwonago – Place of the Bear
a Waukesha County blue chip community

www.villageofmukwonago.com
Village of Mukwonago

CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached photos and maps are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this _____ day of May, 2020.

 Diana Dykstra,
 Village Clerk/Treasurer

This Certification relates to the Amendment to the Agreement for the Development of Improvements between the Village of Mukwonago and Box Self Storage, LLC.

**AMENDMENT TO AGREEMENT FOR THE DEVELOPMENT
OF IMPROVEMENTS FOR BOX SELF STORAGE, LLC**

This Amendment to Agreement for the Development of Improvements for Box Self Storage, LLC (hereinafter "Amendment") is made and entered into between THE BOX SELF STORAGE, LLC (hereinafter referred to as the "Developer") and the VILLAGE OF MUKWONAGO (hereinafter referred to as the "Municipality"); and

WHEREAS, the Municipality and Developer entered into a Development Improvement Agreement dated January 24, 2019 for the development of the property known as Certified Survey Map No. 11850 (a copy of CSM 11850 is attached as Exhibit A). That document was recorded with the Waukesha County Register of Deeds on October 22, 2019 as Document No. 4430351 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Developer was responsible for making road improvements, as well as related appurtenances, such as curbing, in accordance with the terms of that Agreement; and

WHEREAS, the roadway and improvements, including the related appurtenances such as the curb work, was to have been completed prior to the issuance of any Occupancy Permits for the structures that were anticipated as part of the Agreement; and

WHEREAS, the Developer has advised that it will not be able to complete the final lift of asphalt or the replacement of a 100' section of curb that was not approved as part of the inspection of said work.

NOW, THEREFORE, in consideration of the Municipality consenting to the occupancy for the first three structures constructed on the premises in accordance with the Agreement, which structures are identified on the attached Exhibit B, the Developer agrees to the following:

1. Developer acknowledges that there is a 100' section of curb which did not pass inspection and said curbing needs to be removed and replaced. (See Exhibit D attached.) The Developer agrees to perform this work by not later than May 15, 2020 and therefore, the reference on the Construction Schedule to the Agreement (see attached Exhibit C) to the curb installation being completed by May 6, 2019 to May 10, 2019 is hereby revised accordingly. However, the Developer acknowledges that surety for the completion of this work shall remain in full force and effect. In the event the work is not completed by May 15, 2020, the Municipality shall have the right to draw upon the surety and complete the work itself.

2. Developer further acknowledges that the Municipality will be withholding Occupancy Permits for anything beyond the buildings as identified in the attached Exhibit B, until all work is satisfactorily completed and approved by the Village.

3. As a partial condition for the Village consenting to the occupancy, the Developer further agrees that it will install the binder course of asphalt in conditions satisfactory to the Village, and subject to the Village specifications, on the access road for the development. The Occupancy Permit will not be issued for Buildings 1-3 in Exhibit B until this condition is satisfactorily met. This provision shall be considered as being in addition to the conditions already present in the original Development Agreement. The Occupancy Permit shall not be granted until all conditions of the issuance of that Permit in the original Development Agreement and this Amendment are satisfied, together with all related provisions of the Mukwonago Village Code.

4. Nothing within this Amendment will modify the obligation of the Developer to install the final lift of asphalt on the publicly dedicated streets before May 31, 2021, as provided in the Article I, Subparagraph 3, c, of the Agreement.

5. All other terms and conditions of the Agreement are hereby ratified and affirmed, and all requirements of that Agreement shall remain in full force and effect.

MUNICIPALITY:
Village of Mukwonago

MUNICIPALITY:
Village of Mukwonago

By: _____
Fred Winchowky, President

By: _____
Diana Dykstra, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2020, the above-named Fred Winchowky and Diana Dykstra, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

DEVELOPER:
The Box Self Storage, LLC

DEVELOPER:
The Box Self Storage, LLC

By: _____

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me, this ____ day of _____, 2020, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

4396796

Book 119 Page 257-263



FORM ARC-101

CERTIFIED SURVEY MAP NO. 11850

Sheet 1 of 7

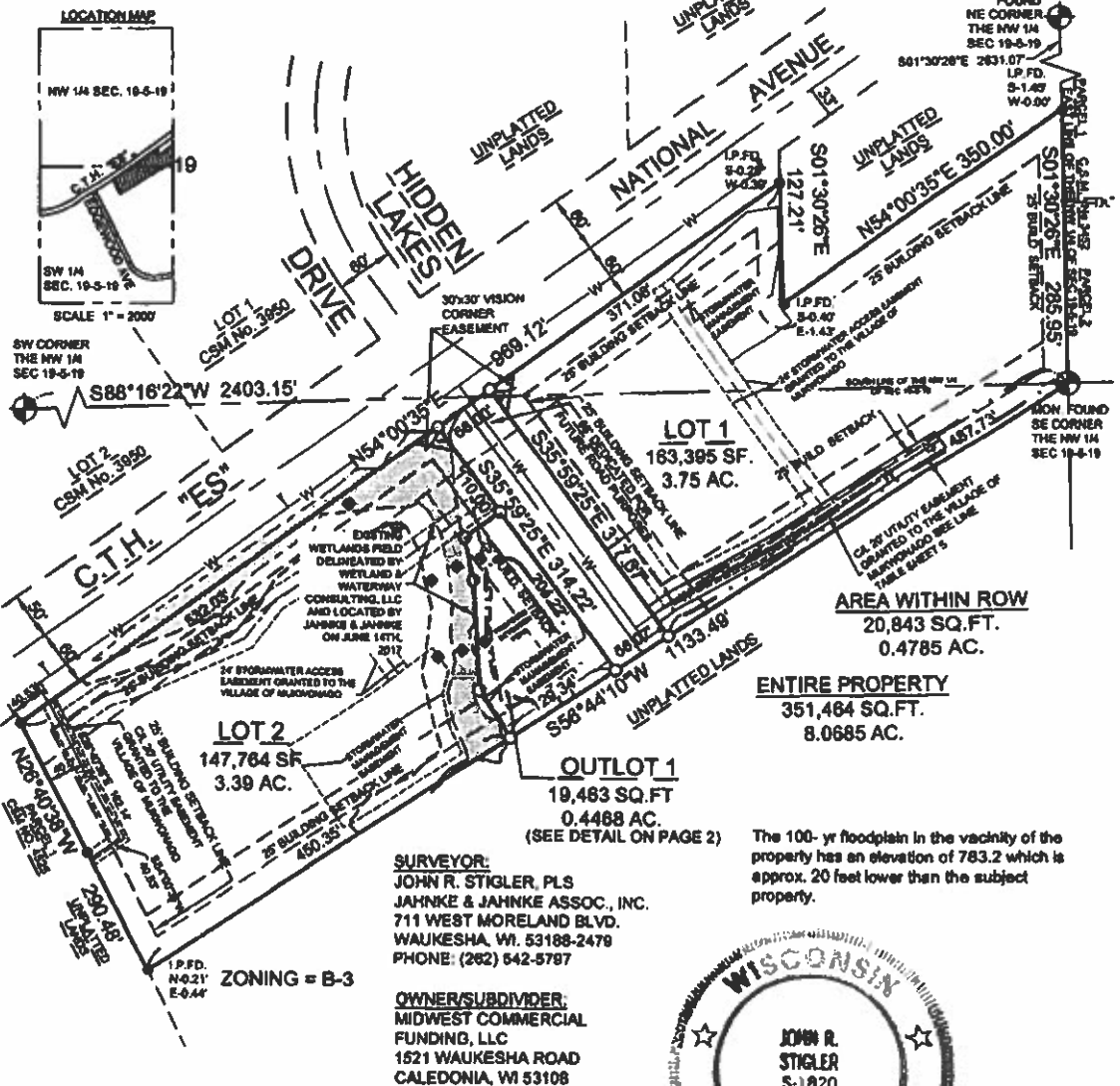
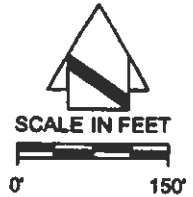
Being a Redivision of Lot 1 of Certified Survey Map No. 7679, recorded as Document No. 2044202 and being part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 19, Town 5 North, Range 19 East, in the VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

NOTE: DIRECT VEHICULAR ACCESS TO C.T.H. "ES" IS PROHIBITED.

WITHIN THE VISION CORNER EASEMENT, THE HEIGHT OF PLANTINGS, BERMS, FENCES, SIGNS AND OTHER STRUCTURES ARE LIMITED TO 24" ABOVE THE INTERSECTION ELEVATION. NO DRIVEWAYS ARE PERMITTED WITHIN THE VISION CORNER.

LEGEND

- SOIL BORING
- 1" IRON PIPE FOUND
- IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- SECTION CORNER MONUMENT



FILE NAME: S:\projects\S8551\dwg\
P.S. MUKWONAGO 1059

EXHIBIT

A

PENGAD 800-681-6888

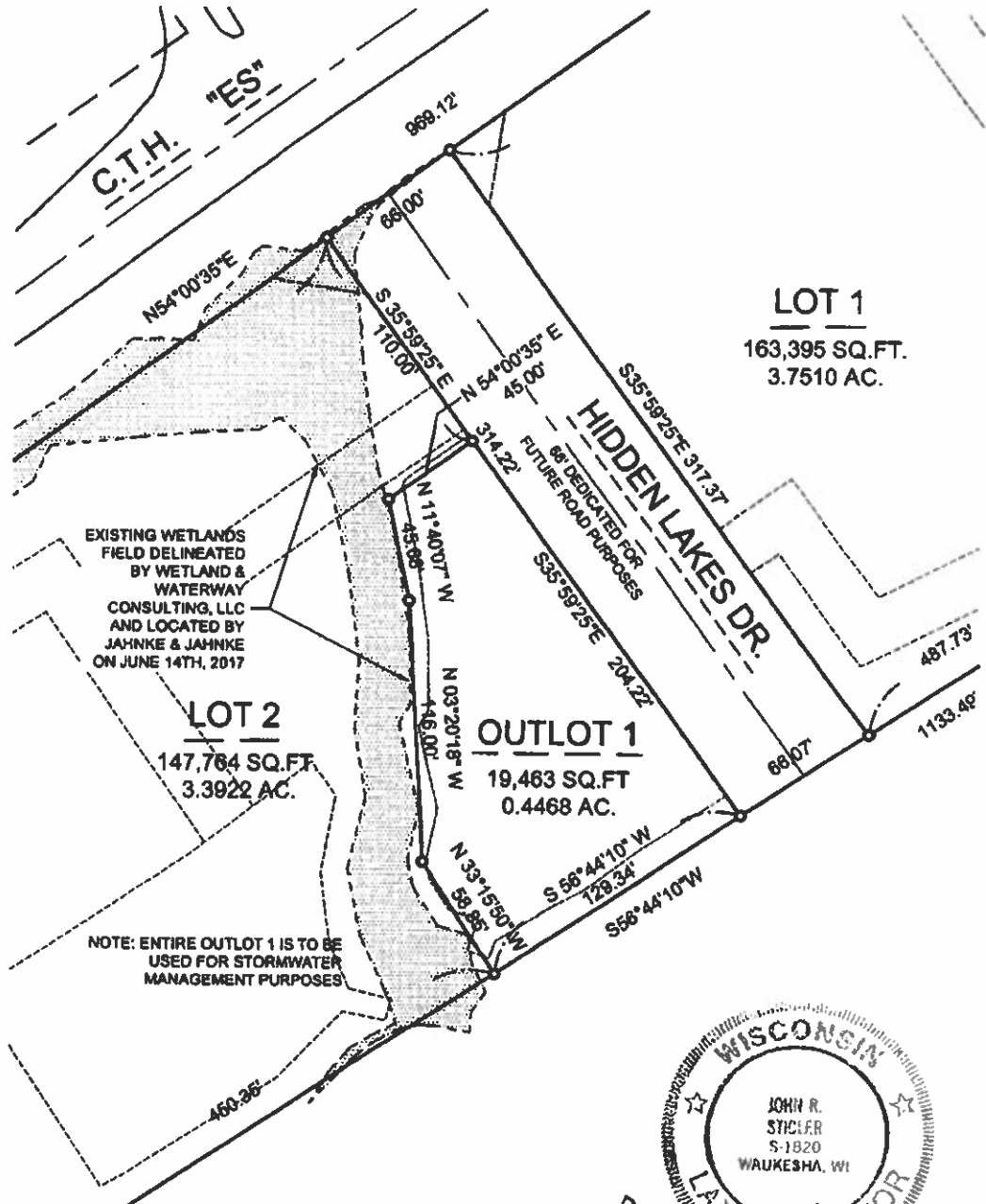
INSTRUMENT DRAFTED BY JOHN R. STIGLER

257

CERTIFIED SURVEY MAP NO. 11850

Sheet 2 of 7

Being a Redivision of Lot 1 of Certified Survey Map No. 7679, recorded as Document No. 2044202 and being part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 19, Town 5 North, Range 19 East, in the VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN



JOHN R. STIGLER ~~MINOR~~ No. S -1820
DATED this 6th DAY of SEPTEMBER, 2017
REVISED this 14th DAY of SEPTEMBER, 2018

ARC™
(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO. 11050

Sheet 3 of 7

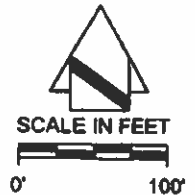
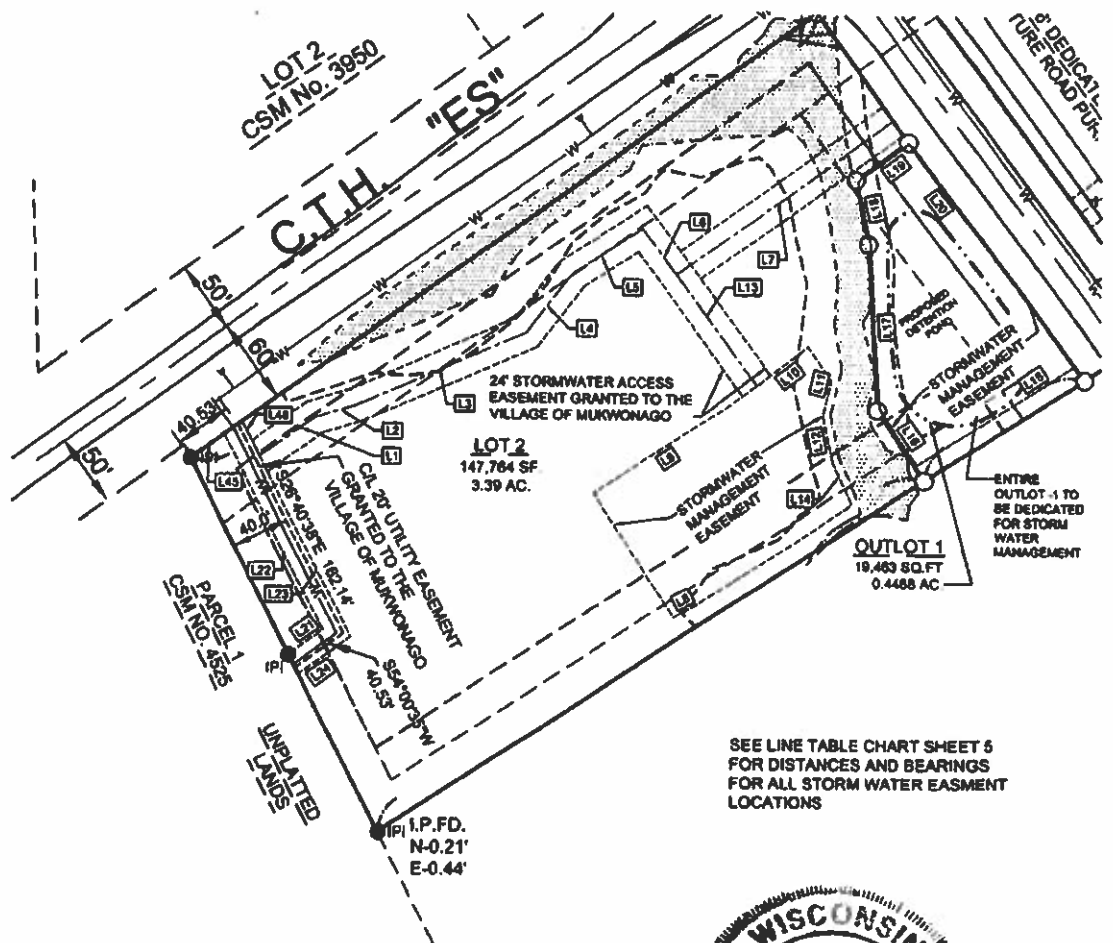
Being a Redivision of Lot 1 of Certified Survey Map No. 7679, recorded as Document No. 2044202 and being part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 19, Town 5 North, Range 19 East, in the VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

NOTE: DIRECT VEHICULAR ACCESS TO C.T.H. "ES" IS PROHIBITED.

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- - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- ⬢ - SECTION CORNER MONUMENT

**EASEMENT EXHIBIT**

SEE LINE TABLE CHART SHEET 5 FOR DISTANCES AND BEARINGS FOR ALL STORM WATER EASEMENT LOCATIONS

REFERENCE BEARING: THE SOUTH LINE OF THE NORTHWEST 1/4 OF SEC. 19, T5N, R19E WAS USED AND HAS A BEARING OF S 88°16'22" W BASED ON WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD-27



JOHN R. STIGLER, Wis. Reg. No. S-1820
DATED this 6th DAY of SEPTEMBER, 2017
REVISED this 14th DAY of SEPTEMBER, 2018

FILE NAME: S:\projects\S8551\dwg\S8551CSM.dwg
P.S. MUKWONAGO 1059

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Sheet 4 of 7

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FORM ARC-101

CERTIFIED SURVEY MAP NO. 11850

Sheet 5 of 7

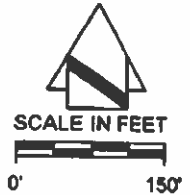
Being a Redivision of Lot 1 of Certified Survey Map No. 7679, recorded as Document No. 2044202 and being part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 19, Town 5 North, Range 19 East, in the VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

NOTE: DIRECT VEHICULAR ACCESS TO C.T.H.
"ES" IS PROHIBITED.

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LEGEND

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- - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- - SECTION CORNER MONUMENT

**STORM WATER EASEMENT LINE TABLES**

Line Table		
Line #	Length	Direction
L1	47.232	N54° 00' 35.37"E
L2	29.128	N72° 45' 18.82"E
L3	127.878	N66° 25' 32.48"E
L4	51.008	N37° 07' 42.58"E
L5	58.887	N56° 44' 17.01"E
L6	40.070	S36° 00' 00.00"E
L7	184.848	S54° 00' 02.55"W
L13	94.787	S36° 00' 00.00"E

Line Table		
Line #	Length	Direction
L21	28.480	N53° 47' 29.29"E
L22	152.894	N26° 40' 38.00"W
L23	167.845	N26° 40' 38.00"W
L24	44.147	N53° 47' 29.29"E

Line Table		
Line #	Length	Direction
L30	107.845	N35° 59' 12.09"W
L31	104.637	N48° 27' 43.30"E
L32	32.748	N80° 30' 07.34"E
L33	104.102	S1° 28' 06.64"E
L34	19.907	S35° 54' 22.80"E
L35	25.395	S54° 05' 37.20"W
L36	28.111	S58° 40' 35.91"W
L37	21.019	S54° 00' 35.37"W

Line Table		
Line #	Length	Direction
L8	13.578	S61° 28' 17.57"W
L9	112.075	N56° 44' 10.00"E
L10	88.414	N52° 25' 19.65"E
L11	28.065	S13° 34' 33.51"W
L12	33.291	S11° 30' 01.52"E
L14	32.781	S25° 02' 33.09"E

Line Table		
Line #	Length	Direction
L25	105.217	N63° 01' 10.95"E
L26	78.189	N56° 44' 10.00"E
L27	285.289	N35° 59' 24.63"W
L28	82.889	S35° 59' 24.67"E
L29	27.000	N54° 00' 35.37"E

C/L UTILITY EASEMENT LINE TABLE

Line Table		
Line #	Length	Direction
L38	25.000	S54° 00' 35.37"W
L39	130.773	N60° 45' 55.69"E
L40	195.000	N56° 44' 10.00"E

Line Table		
Line #	Length	Direction
L15	126.881	S56° 31' 02.82"W
L16	47.214	N33° 08' 20.31"W
L17	58.878	N3° 44' 38.02"W
L18	45.348	N12° 12' 17.52"W
L19	44.383	N53° 58' 06.61"E
L20	190.887	S35° 59' 24.63"E

BOUNDARY TIE

Line Table		
Line #	Length	Direction
L45	44.164	S53° 39' 32.60"W
L46	27.361	N26° 40' 38.00"W



JOHN R. STIGLER - Wis. Reg. No. 51820
DATED this 6th DAY of SEPTEMBER, 2017
REVISED this 14th DAY of SEPTEMBER, 2018
INSTRUMENT DRAFTED BY JOHN R. STIGLER

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FORM ARC-101

CERTIFIED SURVEY MAP NO. 11850

Sheet 6 of 7

Being a Re-division of Lot 1, Certified Survey Map No. 7679, recorded as Document No. 2044202
and being part of SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ of Section 19, Town 5 North,
Range 19 East in the VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

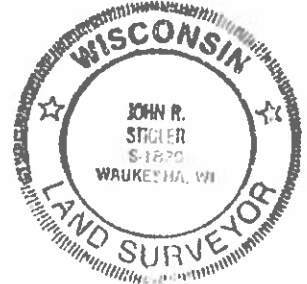
SURVEYOR'S CERTIFICATE:

I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and states that I have surveyed, divided and mapped the following land bounded and described as follows:

Lot 1 as recorded in Volume 65 of Certified Survey Maps on Pages 315 thru 317 as Map No. 7679 and Document No. 2044202 being a part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 19, Town 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin. Containing a gross area of 351,465 square feet (8.0685) and a net area excluding the land area within the road dedication of 330,622 square feet (7.5900 acres) of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Mukwonago in surveying, dividing and mapping the same.

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820



STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 6th day of September, 2017.
Revised this 14th day of SEPTEMBER, 2018.

My commission expires April 6, 2021.

Peter A. Muehl
PETER MUEHL - NOTARY PUBLIC



OWNER: MIDWEST COMMERCIAL FUNDING, LLC

Instrument drafted by John R. Stigler

P.S. Mukwonago 1059

262

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FORM ARC-101

CERTIFIED SURVEY MAP NO. 1050

Sheet 7 of 7

Being a Re-division of Lot 1, Certified Survey Map No. 7679, recorded as Document No. 2044202
and being part of SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ of Section 19, Town 5 North,
Range 19 East in the VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I hereby certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the following for approval: Village of Mukwonago

MIDWEST COMMERCIAL FUNDING LLC

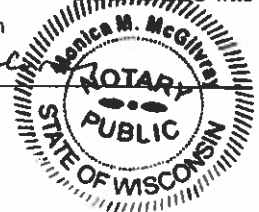
Robert Chandler
ROBERT CHANDLER - OWNER

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this 18 day of April, 2019, the above named
ROBERT CHANDLER, to me known to be the owner of MIDWEST COMMERCIAL FUNDING LLC who
executed the foregoing instrument and acknowledged the same.

My commission expires 6/5/21

NOTARY PUBLIC -

**VILLAGE PLAN COMMISSION APPROVAL:**

Approved by the Plan Commission, Village of Mukwonago, this 6th day of September, 2017.
Revised this day of , 2018.

Fred Winchowky
FRED WINCHOWKY - PRESIDENT



Judith A. Taubert
JUDITH TAUBERT - SECRETARY

VILLAGE BOARD APPROVAL:

Approved by the Village Board, Village of Mukwonago, this 12th day of November, 2018

Fred Winchowky
FRED WINCHOWKY - CHAIRMAN

Judith A. Taubert
JUDITH TAUBERT - VILLAGE CLERK

4396796

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 15, 2019 12:09 PM
James R. Behrend
Register of Deeds

7 PGS
TOTAL FEE \$30.00
TRANS FEE \$0.00

Book 119 Page 257-263

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
Dated this 6th day of September, 2017
Revised this 12th day of SEPT., 2018



OWNER: MIDWEST COMMERCIAL FUNDING, LLC

Instrument drafted by John R. Stigler

P.S. Mukwonago 1059

STATE OF WISCONSIN
COUNTY OF WAUKESHA--REGISTER OF DEEDS)

CERTIFICATE NO. 163853
THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A
TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE OR
RECORDED IN THE REGISTER OF DEEDS OFFICE.
WITNESS MY HAND AND SEAL.

5/15/19 James R. Behrend
DATE JAMES R. BEHREND
REGISTER OF DEEDS

12/10/19 per Bob Harley
Btg. Insp. Supervisor - BK.

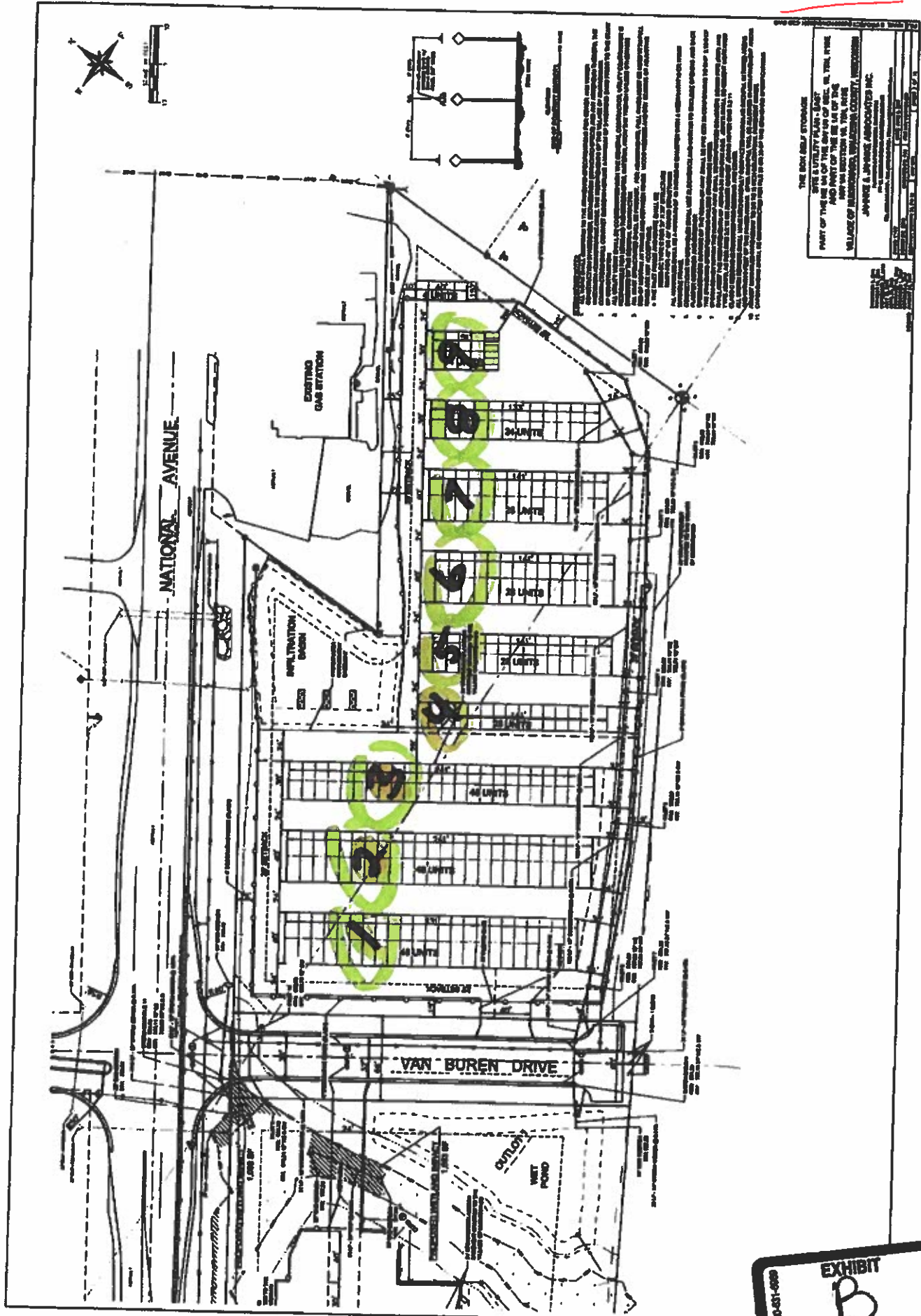
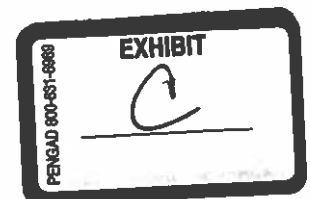


EXHIBIT
B

EXHIBIT C
The Box Self Storage Construction Schedule

Week #	Date	Operation Performed	Self Storage Construction
1	12/20-12/21	Silt fence and tracking pad	
2	12/24-12/28	Off for holidays	
3	1/2-1/4	Off for holidays	
4	1/7-1/11	Clear and grub	
4	1/7-1/11	Strip and stockpile topsoil east side partial	
4	1/7-1/11	Begin Excavation pond #1	
4	1/7-1/11	Cut and fill east side partial for buildings 1-3	
5	1/14-1/11	Install stone for buildings 1-3	
5	1/14-1/18	Excavate Infiltration basin	Buildings 1-3 begin Installation?
5	1/14-1/18	Begin water line install boring	
6	1/21-1/25	Install storm sewer	
6	1/21-1/25	Install culverts	
7	1/28-2/1	Cut and fill east side partial for next buildings	
7	1/28-2/1	Place stone for east side partial	
7	1/28-2/1	Cut and fill east side partial	
8	2/4-2/8	Water main install	Buildings 4-6 begin installation?
9	2/11-2/15	Water main install	
10	2/18-2/22	Strip topsoil west side	
11	2/25-3/1	Cut and fill west side	
11	2/25-3/1	Excavate Pond #2	
12	3/4-3/8	Place stone for west side	Buildings 7-10 begin installation?
13	3/11-3/15	Install clay liners for ponds if clay is available	
14	3/18-3/22	Place infiltration basin mix	
15	3/25-3/29	Topsoil respread	
16	4/1-4/5	Finish grade east side	
17	4/8-4/12	Finish grade west side	
18	4/15-4/19	Landscaping begins	
19	4/22-4/26	Fencing Install begins	
19	4/22-4/26	Landscaping complete	
20	4/29-5/3	Fencing Install complete	
21	5/6-5/10	Curb Install/Traffic Control	
22	5/13-5/19	Prepare for first lift	
22	5/13-5/19	Install first lift	





Construction Report Water

Mukwonago, Village of Midwest Storage Development

REPORT # 20191119KKJ

PROJECT # 12-10044.300

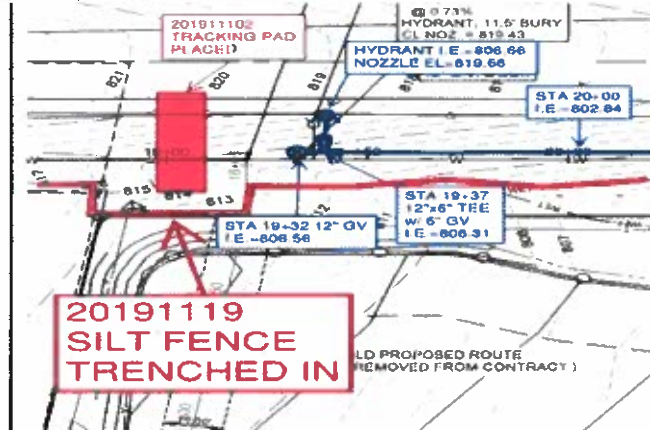
DATE Nov 19, 2019

CONTRACTOR Woleske

LOCATION Sheet 10 of 18
AM WEATHER Cloudy / 30 °
PM WEATHER Cloudy / 35 °

FROM STA 19+00 to 19+75 TO CB's 10 and 11

Drawings (Not to Scale)

**Crew**

Foreman Joe Woleske
1 Schmitt operator
1 Laborer
1 Schmitt laborer

Equipment

Equipment truck 1
Skid loader with trenching attachment 1
Backhoe 1
Generator with 3" pump 1
Quarry truck 1
Schmitt mini backhoe 1
Backhoe 1
Skid loader 1

Ground Conditions

Wet day

Bedding Cover

Bid Items Quantities				
#	Description	QTY	Unit	Comment

Summary, Comments & Visitors

- 0700 CRT arrives on site. CRT will also be watching the grading crew in a separate report.
- Contractor using trenching machine to place silt fence around tracking pad, at STA 19+00.
- Contractor attempts to move water main fittings and materials out of the staging area on site, to open area along CTH "ES". This will avoid tracking mud onto the roadway. Too muddy to continue.
- 0930 Contractor leaves. CRT stays on site with grading crew. Village of Mukwonago inspector arrives on site with stop work order. Does not stop to speak with CRT.
- 1100 Jerry Schmitt arrives on site with mini excavator, to work on catch basins 10 and 11. CB 11 structure deck removed and top of structure cut down 6 1/2 inches with concrete saw. New deck, with proper opening location, placed. Schmitt moves to replace deck on catch basin 10, and finds that the entire structure is approximately 1' too far West. Schmitt will try to design a new deck that will allow frame to sit in proper location. Replacement deck left in place for paving purposes.
- 1500 Schmitt leaves. CRT works on report for 1/2 hour.

Working Times				
Worker	From	To	Hours	Notes
Contractor	7:00 AM	9:30 AM	2.5	Woleske
Contractor	11:00 AM	3:00 PM	4	Schmitt
CRT	7:00 AM	11:00 AM	4	Shared time

CRT Signature

Kurt Just



REPORT # 20191119KKJ
PROJECT # 12-10044.300
DATE Nov 19, 2019
CONTRACTOR Woleske

20191119KKJ Silt fence around tracking pad area .JPG



20191119KKJ Trenching in silt fence .JPG



20191119KKJ Mini excavator arrives .JPG



20191119KKJ Trimming structure 11 .JPG



20191119KKJ CB 11 in alignment with curb .JPG



20191119KKJ CB 10 with deck off .JPG



REPORT # 20191119KKJPROJECT # 12-10044.300DATE Nov 19, 2019CONTRACTOR Woleske

20191119KKJ New deck for CB 10 .JPG



AGENDA ITEM REQUEST FORM

Committee/Board:	Village Board
Topic:	Discussion and possible action on a request from Bielinski Development, Inc., to amend the Meadowland Townhomes Developers Agreement to extend the time frame to install infrastructure to December 1, 2022, and direct staff to amend agreement accordingly.
From:	Diana Dykstra
Department:	Planning & Zoning
Presenter:	Ben Kohout, Village Planner
Date of Committee Action (if required)	May 6, 2020
Date of Village Board Action (if required)	TBD

Information

Subject:

Discussion and possible action on a request from Bielinski Development, Inc., to amend the Meadowland Townhomes Developers Agreement to extend the time frame to install infrastructure to December 1, 2022, and direct staff to amend agreement accordingly.

Background Information/Rationale:

Bielinski Development, Inc., has requested the Village to consider extending the timeframe regarding the installation of public water and sanitary sewer service to service their proposed townhome development. The previously approved development of Meadowland Townhomes are proposed to be six (6) duplexes (12 total units) in a townhome architectural style to be located on the Northwest corner of County Highway NN (West Veterans Parkway) and County Highway EE.

The developer has communicated Village staff they intend to start construction following their existing project, Chapman Farms Phase One (Villas). As such, they are requesting the Village Board to consider an amendmen to the Developer's Agreement to have infrastructure to be dedicated to the Village and to service their property to be installed by December 1, 2022.

Key Issues for Consideration:

The Developer agreement, as recorded, states the Developer is to start construction within 12 months after the Village Engineer authorizes construction to commence. There is no timeline by which Bielinski was to commence construction, with the development approval via resolution, and the work never commenced. It is clear that the developer is offering to have everything in place by December 1, 2022 to help in clarifying this question.

Staff recognizes the current COVID 19 pandemic and some associated uncertainties with the economy and developments locally and is agreeable to the request by the developer.

Fiscal Impact (if any):

n/a

Requested Action by Committee/Board:

Attachments

[Request - Bielinski Homes](#)

[Meadowland DA](#)

[Dykstra re Meadowland Amendment.pdf](#)

From: John Donovan [mailto:jdonovan@bielinski.com]
Sent: Wednesday, April 22, 2020 11:20 AM
To: Ben Kohout <bkohout@villageofmukwonago.com>
Subject: Meadowland Townhomes, Mukwonago, WI

Hi Ben,

Based on the current situation of the coronavirus pandemic and the expensive development costs associated with this project our focus is on Chapman Villas Phase I. We asking that the Village agree to amend the Meadowland Townhomes Developers Agreement to extend the timeframe on this development to December 1, 2022. Attached is the agreement but there is not a specific date, only a 12 month period from engineer approvals. Please discuss with the VP Fred, Admin. John W., Village Atty. Mark B. and respond back to us on the process needed to move this forward.

Thanks, and stay healthy!

John Donovan

Acquisitions & Development Manager

Bielinski Homes

Office - 262.548.5570

Cell - 414-587-8081

bielinski.com



**HIPPENMEYER, REILLY, BLUM
SCHMITZER, FABIAN & ENGLISH, S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrblawfirm.com

RICHARD S. HIPPENMEYER
(1911-1979)

WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

October 7, 2019

**Via Email (ddykstra@villageofmukwonago.com)
and US Mail**

Ms. Diana Dykstra
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Meadowland Townhomes LLC – Developers Agreement

Dear Diana:

Enclosed is the original Developers Agreement between the Village and Meadowland Townhomes, LLC, which I am providing for you to retain in the Village's files.

Thank you for your attention to this matter.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN, S.C.



Mark G. Blum
Village Attorney

MGB/jb
Enc.

Cc: Mr. Jerad Wegner
Mr. Ron Bittner
Mr. Dave Brown

**HIPPENMEYER, REILLY, BLUM
SCHMITZER, FABIAN & ENGLISH, S.C.**

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RICHARD S. HIPPENMEYER
(1911-1979)

WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

October 7, 2019

Via Email (voeller@bielinski.com) ONLY

Attorney Tim Voeller
Bielinski Homes, Inc.
1830 Meadow Lane
Pewaukee, WI 53072

Re: Meadowland Townhomes SWMA

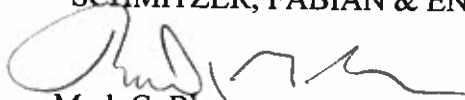
Dear Tim:

Enclosed is a recorded copy of the Developers Agreement between the Village and Meadowland Townhomes, LLC for your file.

Thank you for your attention to this matter.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.



Mark G. Blum

MGB/jb
Enc.

Cc: Village of Mukwonago

DEVELOPMENT AGREEMENT

Document Number

Title of Document

4423617REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ONSeptember 24, 2019 11:39 AM
James R Behrend
Register of Deeds16 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



The property affected by this Agreement is legally described on the attached Exhibit A.

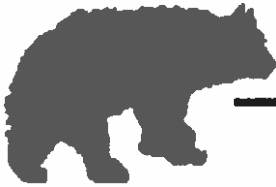
Record this document with the Register of Deed

Name and Return Address

Atty. Mark G. Blum
PO Box 766
Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum,
Schmitzer, Fabian & English, S.C.
720 Clinton St., PO Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
Email: mgbлум@hrblawfirm.com



Mukwonago – Place of the Bear

a Waukesha County blue chip community

www.villageofmukwonago.com

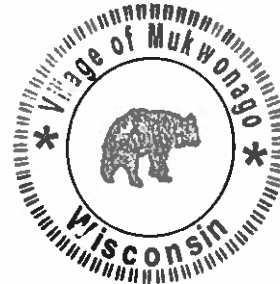
Village of Mukwonago

CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached Exhibits are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this 10th day of September, 2019


Diana Dykstra, Village Clerk/Treasurer



This Certification relates to the Exhibits the Development Agreement with Meadowland Townhomes, LLC and the Village of Mukwonago.

**DEVELOPMENT AGREEMENT FOR DEVELOPMENT IMPROVEMENTS FOR THE
MEADOWLAND TOWNHOMES (APARTMENTS) DEVELOPMENT
VILLAGE OF MUKWONAGO**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between Meadowland Townhomes, LLC, hereinafter referred to as the “**DEVELOPER**”, and the Village of Mukwonago, hereinafter referred to as the “**MUNICIPALITY**”, a Wisconsin municipal corporation located in Waukesha and Walworth Counties, Wisconsin, for the Meadowland Townhome Development at the northwest corner of County Trunk Highway NN (a/k/a Veterans Parkway) and County Trunk Highway EE.

RECITALS

WHEREAS, DEVELOPER has gained **MUNICIPALITY** approval to construct twelve (12) residential rental units on 2.54 acres pursuant to Resolution No. 2018-070 approved by **MUNICIPALITY** on November 18, 2018 (shown as **EXHIBIT A**), and

WHEREAS, the subject property is zoned by **MUNICIPALITY** as R-5 Low Density Multi-Family Residential District, and

WHEREAS, approval of said development includes installation of certain public improvements and completion of site improvements within the public right-of-way and within the subject property (shown on **EXHIBIT B**), and

WHEREAS, the **DEVELOPER** and **MUNICIPALITY** desire to memorialize their agreed upon terms of development within this **AGREEMENT**.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

I. DEVELOPER OBLIGATIONS

1. **DEVELOPER** agrees to extend public sanitary sewer and water main lines (Village utilities) to the northern property line as shown on **EXHIBIT B**. If all or portion of the Village utilities lie within the subject property, **DEVELOPER** shall provide **MUNICIPALITY** with easements for the Village utilities in a form subject to approval by the **MUNICIPALITY** attorney. Said easements shall be recorded in the Office of the Waukesha County Register of Deeds in conjunction with the recording of this document.
2. **DEVELOPER** agrees to extend the multi-use trail that exists along the north side of County Trunk Highway NN east of County Trunk Highway EE across the intersection of the highways with pavement markings and along County Trunk Highway NN adjacent to the subject site as shown on **EXHIBIT B**, subject to approval of the Waukesha County Highway Department.
3. **DEVELOPER** agrees to construct and maintain the emergency access to County Trunk Highway NN as shown on **EXHIBIT B** and approved by **MUNICIPALITY**, subject to approval of the Waukesha County Highway Department.
4. **DEVELOPER** shall adhere to conditions of approval appearing within **EXHIBIT A**.

5. **DEVELOPER** must comply with all storm water control regulations and erosion control as established by **MUNICIPALITY**, and shall conform to the Storm Water Maintenance Agreement attached as **EXHIBIT C**.
6. **DEVELOPER** agrees to obtain all permits necessary to make the improvements to the Property as required by the approving agencies with jurisdiction.
7. Upon approval, the plans and specifications as provided for in **EXHIBIT B** approved by **MUNICIPALITY** Public Works Director, Utilities Director, and Village Engineer, the **DEVELOPER** shall promptly commence and diligently pursue and complete the installation of certain public improvements and completion of site improvements within the public right-of-way and site improvements within the subject property, and not the actual construction of the buildings on the subject property, within twelve (12) months after the written approval from Village Engineer to **DEVELOPER** with authorization to commence construction of the approved plans as noted herein. The **DEVELOPER** agrees to construct the project in accordance with the approved plans and specifications and in compliance with all other applicable rules and standards of the **MUNICIPALITY**.
8. Storm Water Management Structures:
 - a. The **DEVELOPER** shall install all storm water management facilities including related public and private storm sewers required by the approved storm water management plan, **MUNICIPALITY** ordinances and the plans and specifications approved by the **MUNICIPAL** Engineer. **DEVELOPER** shall furnish the **MUNICIPALITY** with reproducible approved plans of the storm water system for the Property.
 - b. The **DEVELOPER** shall be responsible for the maintenance of all required storm water facilities located inside the property prior to acceptance of the storm sewer facilities by the **MUNICIPALITY**. After such acceptance of the storm sewer facilities the **DEVELOPER** shall remain responsible for the maintenance of the storm water facilities and such responsibilities shall run with the land. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately.
 - c. All underground services shall be constructed according to **MUNICIPAL** specifications and/or as reasonably required by **MUNICIPAL** Department Heads and **MUNICIPAL** Engineers.

II. INSURANCE

1. **DEVELOPER**, its contractors, subcontractors, lessees, successors and/or assigns shall, during their occupancy of the Property purchase or cause to be purchased, and continuously maintain in effect, insurance against such risks, both generally and specifically, with respect to the development as are customarily insured against in developments of like size and character, including, but not limited to, casualty insurance, comprehensive general liability insurance, physical damage insurance, builders risk insurance and other forms of insurance reasonably required, in the same form as other Wisconsin municipal entities. Such insurance shall be retained in such amounts and with terms of coverage generally customary to such Property and acceptable as to limits and form by the **MUNICIPALITY**. Such insurance shall name the **MUNICIPALITY** as an additional insured as its interests may appear on a primary and non-contributory basis. Said insurance shall further provide that notice will be provided to **MUNICIPALITY** in the event of cancellation or material modification of the policy not less than thirty (30) days prior to said cancellation, except in the event of cancellation for nonpayment of premium in which case the notice shall not be less

than ten (10) days. Said insurance shall be documented by an endorsement in a form satisfactory to the **MUNICIPALITY**. In the event the Property is damaged, or partially or fully destroyed, **DEVELOPER** shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

III. EVENTS OF DEFAULT

1. Failure by the **DEVELOPER** to cause substantial and material completion of the project to occur pursuant to the terms, conditions and limitations of this **AGREEMENT** or to fulfill any obligations, conditions, agreements or covenants under this **AGREEMENT** shall be considered an event of default.
2. Failure of the **DEVELOPER** to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this **AGREEMENT** within thirty (30) days after receipt of written notice of default from the **MUNICIPALITY** specifying such default, shall also be considered an event of default. In the event that the default is such that immediate harm to person or property may result from such default, the **DEVELOPER** shall be given five (5) days written notice to cure such default.
3. Remedies of Default. Whenever an event of default as referred occurs, the **MUNICIPALITY** may take any one or more of the following actions:
 - a) The **MUNICIPALITY** may suspend its performance under this **AGREEMENT** until it receives assurances from the **DEVELOPER**, deemed adequate by the **MUNICIPALITY**, that the **DEVELOPER** will cure its default and continue its performance of this Agreement;
 - b) In the case of an event of default which occurs prior to completion of the installation of certain public improvements and completion of site improvements with the public right-of-way, the **MUNICIPALITY** will have the right to enter the property and complete the improvements to draw upon the Letter of Credit to reimburse the **MUNICIPALITY** for this expense.
 - c) The **MUNICIPALITY** may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations set forth herein.

These remedies shall not be deemed to be exclusive and the **MUNICIPALITY** shall have the right to pursue all rights or remedies available to it under applicable Wisconsin law. No delay or omission in pursuing any rights in the event of a default shall impair such right or power or shall be construed to be a waiver thereof. Such rights may be exercised from time to time as may be deemed expedient by the Village.

4. Whenever an event of default occurs and the **MUNICIPALITY** shall employ attorneys or other professionals or incur other expenses for the collection of payments due or to become due, or for the enforcement or performance or observance of any obligations or agreements on the part the **DEVELOPER** herein contained. The **DEVELOPER** agrees it shall, on demand thereof, pay the **MUNICIPALITY** the reasonable fees of such attorneys, or other professionals and such other expenses as may be incurred by the **MUNICIPALITY**.
5. Indemnification. **DEVELOPER** covenants and agrees that the **MUNICIPALITY** its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the "Indemnified Parties" shall not be liable for and **DEVELOPER** agrees to jointly and severally indemnify and hold harmless the Indemnified Parties against any loss or damage to the Property or any injury to or death of any

person occurring at or about or resulting from any defect in the project or from any costs or claim, including actual attorney fees, which may result from the **DEVELOPER'S** default under this **AGREEMENT**, except for any willful misrepresentation or any willful wanton misconduct of the Indemnified Parties, the **DEVELOPER** agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid Indemnified Parties harmless from any claim, demand, suite, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the **DEVELOPER** (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project.

IV. SURETY

1. **DEVELOPER** agrees to provide the **MUNICIPALITY** with estimates of the cost of the completion of the installation of on-site public improvements within easements granted to **MUNICIPALITY** and completion of public improvements within public right-of-ways in accordance with the terms of this **AGREEMENT**. The **MUNICIPALITY** shall review these estimates and shall approve the use of these estimates for the cost to complete the public improvements for the surety.
2. The **DEVELOPER** agrees to post a surety in the form of an irrevocable standby letter of credit in a form acceptable to the **MUNICIPALITY** which secures the performance of the construction work for the public improvements as provided for hereunder in the amount consistent with the approved estimate plus 20 percent.
3. Said surety shall remain in full force and effect until one year following the **MUNICIPALITY** acceptance of the public improvements.
4. During the course of construction, the **DEVELOPER** agrees to maintain such safety measures, signage, barriers and necessary traffic control direction as to protect the public from injury or damage during the course of the construction work. Said measures shall be in accordance with applicable traffic control standards and requirements including but not limited to the manual of uniform traffic control devices.
5. The **MUNICIPALITY** agrees to reduce the Letter of Credit based upon the acceptance of completed improvements by the **MUNICIPALITY**. The reduction of the Letter of Credit will be in the sole discretion of the **MUNICIPALITY** Village Board upon recommendation of the Village Engineer.
6. If **DEVELOPER** does not accurately complete the required work or the completed work is substandard in accordance with the **MUNICIPALITY** development standards and other applicable Codes, or if not less than 30 days prior to the expiration of the Surety, the **DEVELOPER** has not provided evidence of the renewal of the Surety, the **MUNICIPALITY** shall be entitled to draw upon the Surety and shall use the full Surety, or portions thereof, to complete the work by **MUNICIPALITY** Staff or through a contractor. If **DEVELOPER** adequately completes the required public improvements and/or repairs to the public improvements and completion is accepted by the **MUNICIPALITY** Village Engineer after acceptance of as-built drawings, after written request by **DEVELOPER** the **MUNICIPALITY** shall reduce the Surety in an amount equal to not more than twenty (20%) percent of the completed public improvements for a period not to exceed twelve (12) months after the date of the public improvements for which the Surety was provided are substantially complete. The **MUNICIPALITY** Village Board shall approve the reduction and said approval shall not be unreasonably withheld.

7. **As Built Plans.** **DEVELOPER** shall furnish the **MUNICIPALITY** with electronic and reproducible copies of all plans of sanitary sewer, storm water sewer and facilities and the public water supply system, including the location and elevation of laterals. Electronic copies of the plans shall be in the most current version of AutoCAD and in portable document format. The **MUNICIPAL ENGINEER** shall prepare "record drawings" of the improvements at **DEVELOPER's** expense within thirty (30) calendar days of receipt of the plans. These "record drawings are to be completed prior to the **MUNICIPALITY** acceptance of dedication.

V. MISCELLANEOUS

1. This **AGREEMENT** shall be governed and construed in accordance with the laws of the State of Wisconsin.
2. This **AGREEMENT** may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
3. This **AGREEMENT** may not be assigned without the express written permission of the **MUNICIPALITY**.
4. This **AGREEMENT** contains the entire **AGREEMENT** and understanding of the parties with respect to the subject matter hereof and may not be amended or modified except through an instrument executed by all parties hereto.
5. If any provision of the **AGREEMENT** shall be held, deemed to be or shall, in effect, be inoperative or unenforceable, the validity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining provisions or portions of this **AGREEMENT**.
6. The parties acknowledge that approval for the authority to execute this **AGREEMENT** has been obtained by the governing body of each party.
7. The provisions regarding indemnification and insurance shall survive the termination of this **AGREEMENT**.
8. The **DEVELOPER** and the **MUNICIPALITY** agree that there shall be no third-party beneficiaries of this Agreement.
9. In addition to the conditions otherwise set forth in this **AGREEMENT**, **DEVELOPER** shall pay to the **MUNICIPALITY** all required fees and charges, including payments or maintenance of an escrow account in favor of the **MUNICIPALITY** for incurred professional service charges. Said fees or the creation of an escrow account shall be made prior to the Village being required to issue any permit for the development of this Property.
10. **DEVELOPER** work on the Property shall start no sooner than 7:00 a.m., Monday through Saturday and work shall not extend beyond 7:00 p.m. at any time. Work on the Property shall not occur on Sundays or National Legal Holidays. For purposes of this provision, "work" shall mean the producing of any sound caused by the construction, construction equipment or construction vehicles or material deliveries. The time limitations do not restrict early arrival for staging or after-hours cleanup by construction workers. The time limitations do not apply to construction work not controlled by the **DEVELOPER**, such as private or public utilities. However, **DEVELOPER** shall make every effort to maintain compliance with these limitations.

11. **DEVELOPER** shall, at all times, maintain surrounding rights-of-way free from dirt, gravel and construction debris. When construction work occurs within rights-of-way, the rights-of-way shall be free from dirt, gravel and construction debris prior to the end of the construction day. **DEVELOPER**, at all times, shall maintain the property and surrounding properties free from construction debris and employee waste. If **DEVELOPER** does not comply with the requirements of this paragraph, the **MUNICIPALITY** may, after written notice to the **DEVELOPER** and upon **DEVELOPER** failure to promptly and reasonably act to cure such matters, utilize **MUNICIPALITY** employees and equipment to maintain the area and charge these expenses to the **DEVELOPER**.
12. The **DEVELOPER** agrees to abide by such further orders or directions as may be reasonably given by the **MUNICIPALITY**, as may be necessary to implement and carry out the terms and intent of this **AGREEMENT**. It is expressly understood and agreed that the terms of this **AGREEMENT** are covenants running with the land and binding on the **DEVELOPER**, its successors and/or assigns.
13. **DEVELOPER** shall be responsible for the repair to existing roadways and infrastructure for damage caused as the result of the construction activities or construction on the Property. Areas of the Project that are within the jurisdiction of other governmental agencies, such as Waukesha County, or the State of Wisconsin Department of Natural Resources or the State of Wisconsin Department of Transportation shall be developed in accordance with the requirements of those agencies. Costs incurred by the **MUNICIPALITY** from other governmental jurisdictions related to this Project shall be reimbursed by the **DEVELOPER** within 30 days of invoicing.
14. All work performed under the provisions of this **AGREEMENT** shall be done in a good and workmanlike manner, and in accordance with all Codes, applicable rules and regulations, governing or affecting the Property.
15. This Agreement shall be recorded with the Register of Deeds.
16. Acceptance of Work. The **MUNICIPALITY** shall review the **DEVELOPER** Public Improvements once completed and if acceptable to the **MUNICIPALITY** Engineer, accept such improvements as being in compliance with the standards and specifications of the **MUNICIPALITY**. Such review and acceptance where appropriate will occur within 60 days of written notice by the **DEVELOPER** that the **DEVELOPER** desires to have the **MUNICIPALITY** inspect and accept the improvements. At the option of the **MUNICIPALITY**, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any work or any improvements, the **DEVELOPER** shall present to the **MUNICIPALITY** valid Lien Waivers from all persons providing materials or performing work on the improvements for which approval is sought. Acceptance by the **MUNICIPALITY** does not constitute a waiver by the **MUNICIPALITY** of the right to draw funds under the Letter of Credit because of defects in, or failure of, any improvement that is detected or which occurs following such acceptance. The **DEVELOPER** agrees that the dedication of the improvements and the required public improvements will not be accepted by the **MUNICIPALITY** until they have been reviewed and inspected for approval by the **MUNICIPALITY** Engineer and furthermore, until all outstanding **MUNICIPALITY** costs, including engineering and construction review charges, have been paid in full and Affidavits and Lien Waivers received by the **MUNICIPALITY** indicating the contractors and suppliers have been paid in full for all work and improvements furnished under this **AGREEMENT**. Sanitary sewer main and water main, and their respective service laterals, shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the **DEVELOPER** are submitted to the **MUNICIPALITY** Engineer and **MUNICIPALITY** Clerk respectively. (This is necessary to aid in determining the sewer and water

utilities value on the **MUNICIPALITY** Financial Statements.) In addition, the water system installation shall not be accepted until the **MUNICIPALITY** obtains a bacteriologically safe sample. The **MUNICIPALITY** shall flush the main, obtain the sample and have all tests completed as may be required by the **MUNICIPALITY** at **DEVELOPER** cost. Said lines shall be pressure tested and the sewer mains shall be televised showing that there are no leaks in the lines and no construction debris within the sewer. The acceptance of the water and sewer mains shall be further subject to the **DEVELOPER** providing verification that they have been constructed in accordance with the **MUNICIPALITY** Standards and Specifications. **DEVELOPER** needs to maintain and repair all required **DEVELOPER** Public Improvements until the **MUNICIPALITY** formally accepts said improvements. The **DEVELOPER** shall provide the **MUNICIPALITY** with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD. The **MUNICIPALITY** Engineer shall prepare record drawings of the improvements at **DEVELOPER** sole expense within 30 days of the binder course placement.

17. **Warranty.** **DEVELOPER** warrants and guarantees that the installation of the sanitary sewer and water mains installed on the Property for a period of one year from the date of final acceptance by the **MUNICIPALITY** of all improvements completed by the **DEVELOPER** under this **AGREEMENT** against defects, in installation or materials. If any defect shall appear during the guaranteed period, the **DEVELOPER** agrees to make the acceptable repairs of the defective work. This includes but is not limited to the storm water facilities. The guaranteed period shall continue for a period of one year after the acceptance by the **MUNICIPALITY** of the improvements. A Letter of Credit or bond shall remain in full force for the time that any portion of the improvements have yet to be completed, and a portion of the bond is deemed adequate by the **MUNICIPALITY** Engineer, but not to exceed 20% of the original Letter of Credit or bond, shall remain in force for the one-year guarantee period.
18. **Utility Plans and Locations:**
 - A. Utility Transformers, Pedestals and Boxes Location.** Developer shall furnish, construct and install the electrical service facilities, including phone, cable and other communication facilities (transformers, pedestals and boxes) in accordance with the designed plans: **Work Order No. 4351825, dated: 4/29/2019 and modified 7/10/19**, prepared by WE Energies and approved by the Village and the engineering firm representing the village. Any modification to the approved plans must be submitted to the Municipality Zoning Administrator for review and final approval. Landscaping shall be installed on any transformers, pedestals or boxes located in the street or side yard must be completed within 6 months of the energizing of all service facilities or by, prior to the first occupancy permit obtained, whichever occurs first.
 - B. Natural Gas Facilities Location.** Developer shall furnish, construct and install the natural gas service facilities in accordance with the designed plans: **Work Order No. 4351828, dated: 6/11/2019**, prepared by WE Energies and approved by the Village and the engineering firm representing the village. Any modification to the approved plans must be submitted to the Municipality Zoning Administrator for review and final approval.
 - C. Natural Gas Facility Relocation.** Developer shall furnish, construct and install the natural gas facilities relocation in accordance with the designed plans: **Work Order No. 4355239, dated: 6/11/2019**, prepared by WE Energies and approved by the Village and the engineering firm representing the village. Any modification to the approved plans must be submitted to the Municipality Zoning Administrator for review and final approval.

19. **Tracking Pad and Parking of Vehicles During Construction.** On the first day of construction as approved by **MUNICIPALITY** engineer, **DEVELOPER** shall install a tracking pad onto the **PROPERTY** from either of the two adjacent public right-of-ways as approved by Waukesha County Highway Department, after which a gravel parking lot or lots shall be installed for the parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including installation of private utilities. The tracking pad shall remain in place until the gravel base of private drive to access the residential buildings on the **PROPERTY** is completed. **DEVELOPER** shall adhere to all required erosion control measures during installation and usage of the tracking pad and on-site parking. No parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including installation of private utilities shall occur outside the boundary of **PROPERTY** after the first day of construction. Should **MUNICIPALITY** have the need to install signs to enforce these access parking restrictions on neighboring public right-of-ways, the cost of the signs and installation shall be borne by **DEVELOPER**. These parking restrictions include any vehicle involved with **MUNICIPALITY** inspection of construction. Notwithstanding the forgoing, construction vehicles used for the installation of utilities or other improvements that are installed outside of the **PROPERTY** may be parked outside of the **PROPERTY** when such **off-PROPERTY** work is taking place.
20. **Building Permits.** No building permits shall be issued for any of the residential buildings until the **MUNICIPALITY** has made all necessary approvals; utilities to serve the individual building sites are in place, inspected and accepted; a drivable year-round private drive (full asphaltic binder course pavement installed) is in place, inspected and accepted; all storm water management facilities have been completed, and all other required public improvements, except the final lift of asphalt, have been completed, inspected and approved. **MUNICIPALITY** shall provide written notice to **DEVELOPER** when all conditions within this paragraph have been satisfied to allow issuance of building permits. Notwithstanding the above, footing and foundation permits may be requested by **SUBDIVIDER** prior to acceptance as noted above with installation of the asphaltic binder course pavement on the private drive.
21. **Payment of Fees.** **DEVELOPER** shall be responsible for payment to **MUNICIPALITY** of all professional fees incurred during review, coordination and inspection of all activities related to **PROPERTY** development and installation of improvements. The fees may involve reimbursement of **MUNICIPALITY** staff time involving inspection of improvements and coordination with others to correct installation of improvements in accordance with **MUNICIPALITY** specifications.
22. **Compliance With Agreement.** The **DEVELOPER** shall fully comply with any and all provisions of this **AGREEMENT** and with all **MUNICIPAL** Ordinances, whether or not specifically addressed in this **AGREEMENT** including but not limited to:
 1. **Grading, Erosion Control and Barricades:**
 - a. The **DEVELOPER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **MUNICIPALITY**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD) at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.

b. The **DEVELOPER** shall obtain the approval of the **MUNICIPAL** Engineer for erosion and runoff control measures as required by the **MUNICIPAL** Ordinances prior to grading, utility installation or any other land disturbance activity.

22. Notice. Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or transmitted via email to the emails set forth below, provided that the transmitting party retains evidence of the successful facsimile transmission or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to DEVELOPER:

*John Donovan
Bielinski Homes
1830 Meadow Lane, Suite A,
Pewaukee, WI 53072.
Email: jdonovan@bielinski.com*

WITH COPIES TO:

*Tim Voeller
Bielinski Homes
1830 Meadow Lane, Suite A,
Pewaukee, WI 53072.
Email: tvoeller@bielinski.com*

If to MUNICIPALITY:

*Mukwonago Village Clerk
440 River Crest Court
Mukwonago, WI 53149
Email: ddykstra@villageofmukwonago.com*

WITH COPIES TO:

*Jerad Wegner, P.E.
Ruekert-Mielke, Inc.
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188
Email: jwegner@ruekert-mielke.com*

23. Recordation. The **MUNICIPALITY** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **DEVELOPER** shall pay all cost of recording.

24. No Vested Rights Granted.

A. Except as provided by law, or as expressly provided in this **AGREEMENT**, no vested right in connection with this project shall inure to the **DEVELOPER**. Nor does the **MUNICIPALITY** warrant by this **AGREEMENT** that the **DEVELOPER** is entitled to any other approvals required.

B. No Further Lot Division. No lot shall be further divided or lot lines adjusted by **DEVELOPER** without **MUNICIPALITY'S** approval.

C. No Waiver. No waiver of any provision of this **AGREEMENT** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall this **AGREEMENT** be deemed a waiver of any subsequent default or defaults of the same type. The **MUNICIPALITY'S** failure to exercise any right under this **AGREEMENT** shall not constitute the approval of any wrongful act by the **DEVELOPER** or the acceptance of any **IMPROVEMENT**.

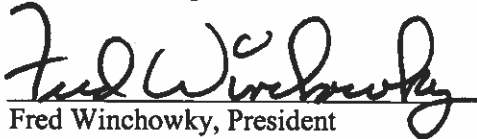
25. Amendment/Modification. This **AGREEMENT** may be amended or modified only by a written amendment approved and executed by the **MUNICIPALITY** and the **DEVELOPER**
26. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this **AGREEMENT** whether arising out of or relating to the **AGREEMENT** or Letter of Credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Waukesha County. The **DEVELOPER** expressly waives his/her/their right to bring such action in or to remove such action or any other court whether state or federal.
27. Impact Fees. **DEVELOPER** shall pay to the **MUNICIPALITY**, prior to the **MUNICIPALITY** issuance of a Building Permit for a lot in the **SUBDIVISION**, all sewer, water and park impact fees for that lot.
28. Effective Date. This **AGREEMENT** shall be effective as of the date and year first written above.

Dated as of the date first above written.

MUNICIPALITY:

Village of Mukwonago

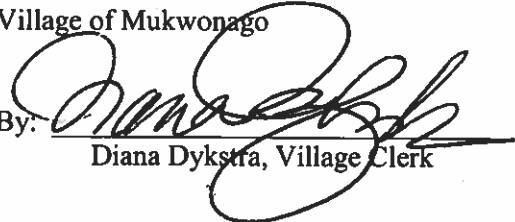
By:


Fred Winchowky, President

MUNICIPALITY:

Village of Mukwonago

By:


Diana Dykstra, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally, came before me, this 21st day of August, 2019, the above-named Fred Winchowky and Diana Dykstra to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Mark G. Olson

Print Name

Notary Public, State of Wisconsin

My Commission is permanent/expires:

DEVELOPER:

Meadowland Townhomes, LLC

By: Bielinski, LLC, sole member

By: _____

Frank Bielinski, Manager/Member

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

Personally, came before me, this 13th day of September, 2019, the above-named Frank Bielinski to me known to be the person who executed the foregoing instrument and acknowledged the same.



Timothy J. Voeller

Print Name

Notary Public, State of Wisconsin

My Commission is permanent/~~expires~~ _____

Exhibit A – Legal Description

The following description and reduced copy map identify the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Legal Description: PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN, DESCRIBED IN REEL 2879 AS IMAGE 258 OF WAUKESHA COUNTY RECORDS, DESCRIBED MORE PARTICULARLY AS FOLLOWS; COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 SECTION; THENCE N01°10'12"W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, 1118.50', TO THE INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN", SAID INTERSECTION BEING THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N01°10'12"W, CONTINUING ALONG SAID WEST LINE, 540.66', TO A POINT ON A CURVE AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF C.T.H. "EE"; THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, 612.59', SAID CURVE HAVING A RADIUS OF 1065.48' AND A CHORD BEARING S33°40'35"E, 604.19'; THENCE LEAVING SAID CURVE, S37°56'54"W, 54.40', TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN"; THENCE N88°59'06"W, ALONG SAID RIGHT-OF-WAY LINE, 290.58', TO THE PLACE OF BEGINNING; THE ABOVE DESCRIBED LANDS CONTAIN 2.57 ACRES MORE OR LESS.

**HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III
MATTHEW R. GRALINSKI

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrblawfirm.com

RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

May 12, 2020

Via Email (ddykstra@villageofmukwonago.com)

Ms. Diana Dykstra
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Meadowland Townhomes LLC – Amendment to Developers Agreement

Dear Diana:

Follow up on the actions taken by the Village Committee of the Whole at its meeting on May 6, 2020, I have prepared an Amendment to the Development Agreement for Meadowland Townhomes to reflect the change of the deadline for the completion of the public improvements.

I have provided copies of this Amendment to John, Ben and Jerad, and would ask that if anyone has comments or revisions that are necessary to so advise me. Otherwise, I presume this will be brought forward for action by the Board at its meeting on May 20, 2020.

Thank you for your attention to this matter.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN, S.C.


Mark G. Blum
Village Attorney

MGB/jb
Enc.

Cc: Mr. Jerad Wegner
Mr. Ben Kohout
Mr. John Weidl

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
MEADOWLAND TOWNHOMES**

Document Number

Title of Document

The property affected by this Agreement is legally described on the attached Exhibit A.

Record this document with the Register of Deed

Name and Return Address

Atty. Mark G. Blum
PO Box 766
Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum,
Schmitzer, Fabian & English, S.C.
720 Clinton St., PO Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
Email: mdblum@hrblawfirm.com



Mukwonago – Place of the Bear
a Waukesha County blue chip community

www.villageofmukwonago.com

Village of Mukwonago

CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached Exhibits are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this _____ day of _____, 2020

 Diana Dykstra, Village Clerk/Treasurer

This Certification relates to the First Amendment to Development Agreement for the Development Improvements for the Meadowland Townhomes (Apartments) Development.

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR
DEVELOPMENT IMPROVEMENTS FOR THE
MEADOWLAND TOWNHOMES (APARTMENTS) DEVELOPMENT
VILLAGE OF MUKWONAGO**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Meadowland Townhomes, LLC, hereinafter referred to as the “**DEVELOPER**”, and the Village of Mukwonago, hereinafter referred to as the “**MUNICIPALITY**”, a Wisconsin municipal corporation located in Waukesha and Walworth Counties, Wisconsin, for the Meadowland Townhome Development at the northwest corner of County Trunk Highway NN (a/k/a Veterans Parkway) and County Trunk Highway EE.

RECITALS

WHEREAS, the **DEVELOPER** and the **MUNICIPALITY** entered into a Development Agreement for Development Improvements for the Meadowland Townhomes (Apartments) Development within the Village of Mukwonago, which document was executed on August 21, 2019 by the **MUNICIPALITY** and on September 13, 2019 by the **DEVELOPER** (hereinafter rereferred to as the “Developer Agreement”); and

WHEREAS, said Developer Agreement was recorded with the Waukesha County Register of Deeds on September 24, 2019 as Document No. 4423617; and

WHEREAS, the **MUNICIPALITY** and the **DEVELOPER** are desirous of amending the Developer Agreement in light of circumstances arising from the existence of the COVID-19 pandemic.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

A. Paragraph I, (7) of the Developer Agreement is hereby amended to read as follows:

Upon approval, the plans and specifications as provided for in EXHIBIT B approved by **MUNICIPALITY** by its Public Works Director, Utilities Director and Village Engineer, the **DEVELOPER** shall promptly commence and diligently pursue and complete the installation of certain public improvements and completion of site improvements within the public rights-of-way and site improvements within the subject property as described in the plans as set forth in EXHIBIT B, on or before December 1, 2022. **DEVELOPER** acknowledges that the Village Engineer has given authorization to the **DEVELOPER** to commence construction of the approved plans as noted herein. The **DEVELOPER** construct the project in accordance with the approved plans and specifications and in compliance with all other applicable rules and standards of the **MUNICIPALITY**.

The **MUNICIPALITY** and the **DEVELOPER** acknowledge that they are aware of the existence of the COVID-19 pandemic, as well as the fact that the Federal Government, State of Wisconsin, Waukesha County and the Village of Mukwonago have all issued Emergency Orders arising from that pandemic. They further acknowledge that the Centers for Disease Control have issued guidelines to deal with, amongst other things, the operation of government and business during the course of this pandemic. The **MUNICIPALITY** and the **DEVELOPER** further acknowledge that they are aware of the Safer at Home Order, as well

as the extensions and amendments thereto, issued by the State of Wisconsin, Department of Health Services. In deciding to execute this Amendment, the **DEVELOPER** and the **MUNICIPALITY** acknowledge that they are aware of the aforementioned circumstances and have decided to proceed with this Developers Agreement, notwithstanding these circumstances and that the COVID-19 pandemic and the existing Orders by governmental entities with jurisdiction shall not be considered a force majeure that would preclude either party from performing the terms of the Developer Agreement, except in the event of the issuance of further Orders by governmental entities with jurisdiction specifically precluding such performance.

B. All other terms and conditions of the Developer Agreement shall remain in full force and effect unless specifically modified as a result of this Amendment.

C. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated as of the date first above written.

MUNICIPALITY:
Village of Mukwonago

MUNICIPALITY:
Village of Mukwonago

By: _____
Fred Winchowky, President

By: _____
Diana Dykstra, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally, came before me, this ____ day of _____, 2020, the above-named Fred Winchowky and Diana Dykstra to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

DEVELOPER:

Meadowland Townhomes, LLC

By: Bielinski, LLC, sole member

By: _____
 Frank Bielinski, Manager/Member

STATE OF WISCONSIN)
) ss.
 COUNTY OF WAUKESHA)

Personally, came before me, this ____ day of _____, 2020, the above-named Frank Bielinski to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Print Name
 Notary Public, State of Wisconsin
 My Commission is permanent/expires: _____

Exhibit A – Legal Description

The following description and reduced copy map identify the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Legal Description: PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN, DESCRIBED IN REEL 2879 AS IMAGE 258 OF WAUKESHA COUNTY RECORDS, DESCRIBED MORE PARTICULARLY AS FOLLOWS; COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 SECTION; THENCE N01°10'12"W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, 1118.50', TO THE INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN", SAID INTERSECTION BEING THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N01°10'12"W, CONTINUING ALONG SAID WEST LINE, 540.66', TO A POINT ON A CURVE AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF C.T.H. "EE"; THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, 612.59', SAID CURVE HAVING A RADIUS OF 1065.48' AND A CHORD BEARING S33°40'35"E, 604.19'; THENCE LEAVING SAID CURVE, S37°56'54"W, 54.40', TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN"; THENCE N88°59'06"W, ALONG SAID RIGHT-OF-WAY LINE, 290.58', TO THE PLACE OF BEGINNING; THE ABOVE DESCRIBED LANDS CONTAIN 2.57 ACRES MORE OR LESS.

Exhibit A - Continued

PLAT OF SURVEY

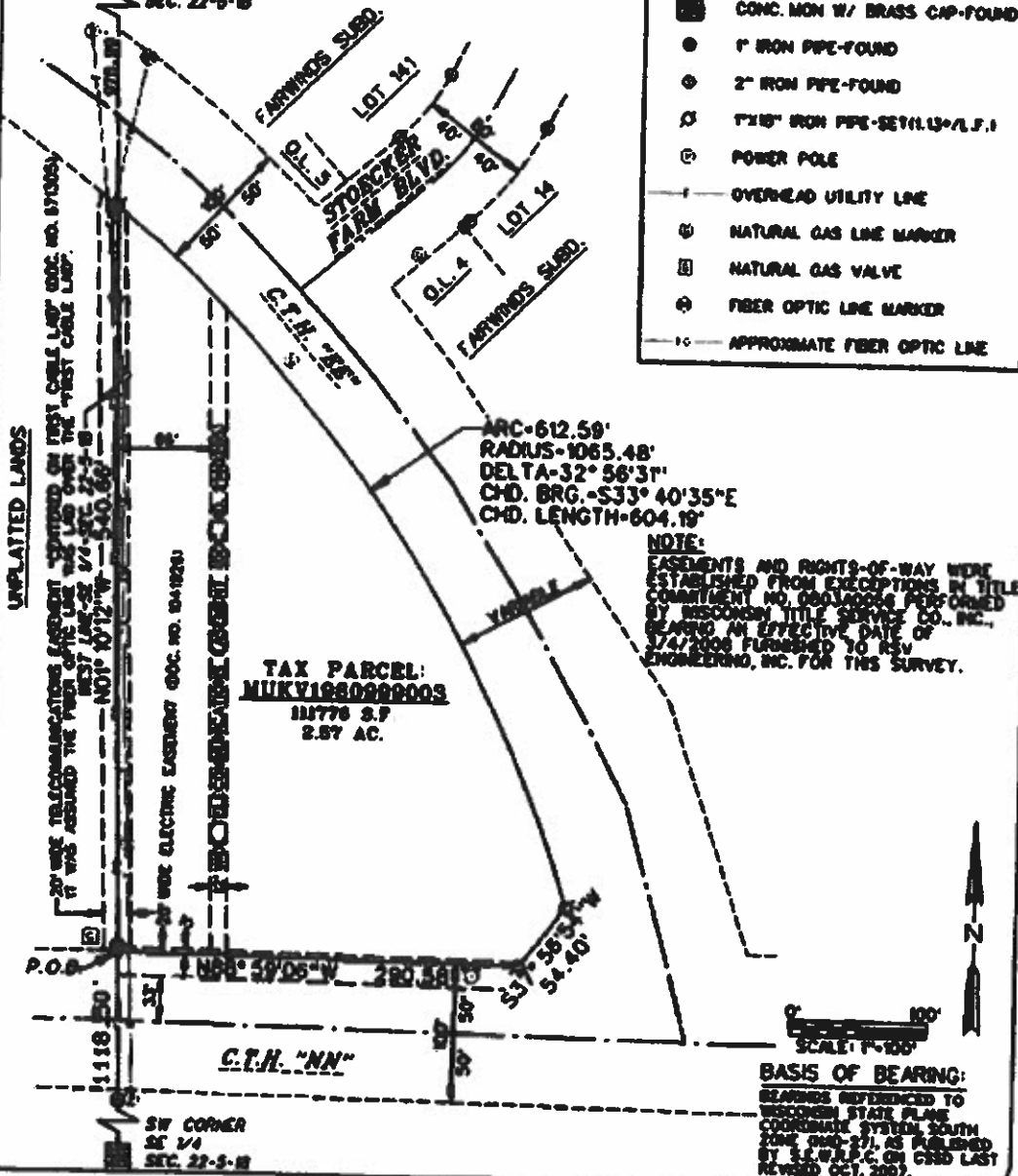
SUGGESTED LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 18 EAST, VILLAGE OF WISCONSIN, WISCONSIN COUNTY, WISCONSIN, DESCRIBED IN DEED 2879 AS PART 22A OF WISCONSIN COUNTY RECORDS, INCLUDING THE PARTS OF SAID SOUTHWEST 1/4 SECTION THEREIN NOT 30' W. ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION UP TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT-OF-WAY LINE OF C.T.H. "NN" AND INTERSECTION BEING THE PLACE OF BEGINNING OF THE LINES TO BE DESCRIBED THEREIN. BEING 10' W. CONTINUED AND SAID WEST LINE 240.00' TO A POINT ON A CURVE AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTHWESTLY RIGHT-OF-WAY LINE OF C.T.A. "NN" THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, 612.59' AND CURVE HAVING A RADIUS OF 1065.48' AND A CHORD BEARING S33°40'35"E 604.19' C.T.A. "NN" THENCE 100' 00" W. ALONG SAID RIGHT-OF-WAY LINE, 200' 00" TO THE PLACE OF BEGINNING THE ABOVE DESCRIBED LANDS CONTAIN 2.57 ACRES MORE OR LESS.

NW CORNER
SE 1/4
SEC. 22-S-18

LEGEND:

- CONC. MON W/ BRASS CAP-FOUND
- 1" IRON PIPE-FOUND
- 2" IRON PIPE-FOUND
- ⊗ 1" IRON PIPE-SET (13" x 1/2")
- ⊕ POWER POLE
- OVERHEAD UTILITY LINE
- ⊖ NATURAL GAS LINE MARKER
- ⊞ NATURAL GAS VALVE
- ⊙ FIBER OPTIC LINE MARKER
- APPROXIMATE FIBER OPTIC LINE



AGENDA ITEM REQUEST FORM

Committee/Board:	Village Board
Topic:	Motion to approve Resolution 2020-18 a Resolution to provide for compensation to the Village Board members appointed to the Board of Review.
From:	Diana Dykstra
Department:	Administration
Presenter:	Mark Blum
Date of Committee Action (if required)	May 6, 2020
Date of Village Board Action (if required)	May 20, 2020

Information

Subject:

Motion to approve **Resolution 2020-18** a Resolution to provide for compensation to the Village Board members appointed to the Board of Review.

Background Information/Rationale:

In April the Village Board approved an ordinance to amend Section 78-1 to allow for the compensation of the Board of Review. This Resolution is the next step to establish the amount as an amendment to the 2020 Fee Schedule.

This resolution is administrative and completes the process.

Key Issues for Consideration:
Fiscal Impact (if any):

The amount approved in April was \$50.

Requested Action by Committee/Board:

Attachments

[RESOLUTION 2020-18](#)

**VILLAGE OF MUKWONAGO
WAUKESHA/WALWORTH COUNTIES**

RESOLUTION NO. 2020-18

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF MUKWONAGO
TO PROVIDE FOR COMPENSATION TO VILLAGE BOARD MEMBERS
APPOINTED TO THE BOARD OF REVIEW**

WHEREAS, the Village Board of the Village of Mukwonago approved the amendment to Section 78-1 of the Village Code on April 15, 2020; and

WHEREAS, said Ordinance provided for the creation of Section 78-1(c) of the Village Code, providing for compensation to be paid to the members of the Village Board appointed to the Board of Review as a stipend for the services they provide on said Board; and

WHEREAS, the Village Board is desirous of establishing the stipend for Village Trustees on the Board of Review as an amendment to the Village's Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Mukwonago, that effective with the 2020 Board of Review the Village Trustees shall receive a stipend in the sum of \$50.00 each for their participation in the Board of Review.

BE IT FURTHER RESOLVED that this is not a modification to general Village Trustee compensation and is solely to provided to those Trustees who participate on the Board of Review.

BE IT FURTHER RESOLVED that Village Staff is hereby directed to take such steps are necessary to effectuate the intention of this Resolution.

Adopted this _____ day of _____, 2020.

APPROVED:

Attestation:

Fred Winchowky, Village President

Diana Dykstra, Village Clerk

**HIPPENMEYER, REILLY, BLUM
SCHMITZER, FABIAN & ENGLISH, S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrblawfirm.com

RICHARD S. HIPPENMEYER
(1911-1979)

WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

March 16, 2020

Via Email (rbittner@villageofmukwonago.com)

Mr. Ron Bittner, Director of Public Works
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Ordinance Amending Sections 45-14 and 45-16

Dear Ron:

I have been doing some thinking about the Village's public site fee and its interrelationship with the park impact fee. When you and I originally discussed this, I indicated that I felt there was a redundancy between the parkland site fee and park impact fee and therefore, we could not charge both.

I still agree there is a redundancy in this regard; however, I have some concerns about repealing the parkland site fee altogether. As you know, the way the parkland site fee is structured, the Ordinance references the dedication of public lands as part of a Plat or CSM. If there is no parkland being dedicated as part of the Plat or CSM, we establish the parkland site fee so money would be reserved towards the cost of acquisition of future parkland. I believe there will continue to be instances where the Village will want land dedicated to it. That begs the question if that does not occur, whether there should be a fee to be charged for the acquisition of future park lands.

As I believe I have also mentioned to you, there are different rules regarding the length of time we have to maintain both the public site fees, as well as the impact fees. In addition, there are restrictions on what we can use each fee for. As a consequence, my feeling is that it would be a mistake to delete the public site fee altogether. In fact, I think there would be a place for both, although I do believe there needs to be language stating the amount of the public site fee that may have already been paid should be offset against whatever impact fee might be due for park lands. I believe this would maximize the Village's options with respect to these fees, while preventing a situation where there is a double charge for the same thing.

As a result of these conclusions, I am prepared to recommend to the Board that we not appeal the public site fee; but rather, we make revisions to Chapter 45 of the Code (specifically Sections 14 and 16) to accommodate the co-existence of the public site fee with the park impact fee. Enclosed is a draft of the Ordinance I propose to be used to accomplish this.

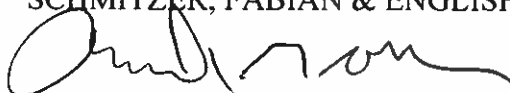
Mr. Dave Brown
Village of Mukwonago
March 16, 2020
Page | 2

If you still wish to go ahead with a complete repealing of the public site fee, I can certainly do that. However, that would beg the question of what we do with the land dedication portion of the Ordinance and the circumstance where a developer does not dedicate land.

Please look this over and then we can discuss this matter. Thank you for your consideration of the above and the enclosed.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.

A handwritten signature in black ink, appearing to read 'Mark G. Blum', written over the printed name.

Mark G. Blum
Village Attorney

MGB/jb
Enc.

Cc: Mr. John Weidl
Ms. Diana Dykstra
Ms. Diana Doherty

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. ____

**ORDINANCE TO AMEND SECTIONS 45-14 and 45-16
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
REGARDING PARKLAND SITE FEES**

WHEREAS the Village of Mukwonago, pursuant to Section 45-14 of the Village Code provides that whenever a tract of land is to be divided to create a subdivision, and includes a proposed playground, park, open space site or other public land, the proposed public lands are to be dedicated to the Village at the rate of one acre of land for every proposed fifteen dwelling units as set forth on the Plat; and

WHEREAS, said Ordinance further provides for a parkland site fee; and

WHEREAS, the parkland site fee is further referenced in Section 45-16 of the Code, and provides that if the sub-divider is not required to dedicate public lands that a fee for the acquisition of public sites is to be assessed; and

WHEREAS, the Village has created a new impact fee for parklands; and

WHEREAS, it appears the parkland site fee and the park impact fee would be redundant to each other; and

WHEREAS, the Village Board wishes to clarify the circumstances under which each fee would be assessed.

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section 45-14(b)(3) of the Municipal Code of the Village of Mukwonago is hereby repealed and recreated to read as follows:

- (3) In the event the subdivider is not required to dedicate lands for playgrounds, parks, open space or other public lands, a public site fee shall be levied against the subdivider at the time of application for final Plat or CSM approval at the rate, and according to the procedures, established in Section 45-16(k).

SECTION II

Section 45-16(k) of the Municipal Code of the Village of Mukwonago is hereby repealed and recreated to read as follows:

- (k) *Public Site Fees.* If the subdivider is not required to dedicate public lands within this proposed Plat or Certified Survey Map as provided in Sec. 45-14 of this Chapter, the fee for the acquisition of public sites to serve future inhabitants of the proposed subdivision or minor subdivision shall be paid to the Village Treasurer at the time of the first application of approval for final Plat or CSM of said CSM or subdivision. However, any parkland site fees shall be offset against the amount of the park impact fees being charged.

SECTION III

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IV

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION V

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board this _____ day of _____, 2020.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer

April 10, 2020

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Phantom Lakes Preserve
Letter of Credit Reduction #1

Dear President Winchowky:

We have reviewed Infinity Development's request, dated April 6, 2020, for a reduction in the Letter of Credit and acceptance of work for the Phantom Lakes Preserve development. Through review of punch list items and discussions with the Village Sewer and Water Utility staff, we are not recommending acceptance of the public utilities at this time as there are still punch list items to complete for the public sanitary sewer and water main. Additionally, the reduction amount requested by the developer did not fully align with the amount of work remaining on the site, nor the terms of the recorded Developer Agreement for the development. Through discussions with Infinity Development, we are recommending a reduction as shown in the table below:

ITEM	Current LOC Amount	Reduction Amount	Remaining Balance
Erosion Control & Restoration	\$32,542.00	\$17,542.00	\$15,000.00
Sanitary Sewer Construction	\$88,330.00	\$88,330.00	\$0.00
Water Main Construction	\$167,175.00	\$167,175.00	\$0.00
Storm Sewer and Storm Water Facilities (Including Restoration)	\$53,935.00	\$44,950.00	\$8,985.00
Contingencies (20%)	\$68,396.40	\$0.00	\$68,396.40
Total Letter of Credit Amount:	\$410,378.40	\$317,997.00	\$92,381.40

We believe that the current letter of credit in the amount of \$410,378.40 may be reduced by \$317,997.00 down to a new letter of credit amount of **\$92,381.40**. The new amount accurately represents the work remaining and amount of contingency that is required to be held under Article I, Section H of the Developer Agreement, until the 1-year guarantee period has expired.

We have discussed the punch list items with the Developer, and they have indicated that they are working on completing the items. We have recommended to the Developer that they resubmit for acceptance of the public utilities once those items are completed.

Attached to this letter you will find the required lien waivers from the Developer's Contractors, as required by the Developer Agreement.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Mr. Fred Winchowky
Phantom Lakes Preserve - Letter of Credit Reduction #1
April 10, 2020
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

Enclosure
PWG:pwg

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Bob Harley, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Ben Kohout, Village of Mukwonago
Greg Petruski, Infinity Development
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

WAIVER OF LIEN

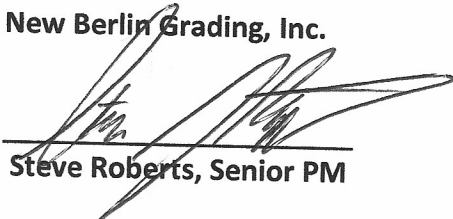
Date: March 24, 2020

For value received, We, hereby waive our rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for INFINITY DEVELOPMENT LLC Owner,
by New Berlin Grading, Inc. Sub-Contractor,
same being situated in Waukesha County, State of Wisconsin,
described as Phantom Lake Reserve, a multi-tenant residential development
Mukwonago, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, thru 2/29/2020.

New Berlin Grading, Inc.


Steve Roberts, Senior PM

Reference:
NBG Job #2004

WAIVER OF LIEN

Date: March 24, 2020

For value received, We, hereby waive our rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for INFINITY DEVELOPMENT LLC Owner,

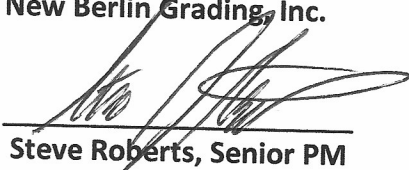
by New Berlin Grading, Inc. Sub-Contractor,

same being situated in Waukesha County, State of Wisconsin,

described as Phantom Lake Reserve, a multi-tenant residential development
Mukwonago, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, thru 1/31/2020.

New Berlin Grading, Inc.


Steve Roberts, Senior PM

Reference:
NBG Job #2004

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt of undersigned of a check from

Infinity Development, Inc.

(Maker of Check)

in the sum of \$ 270,300.00 payable to D.F. Tomasini Contractors, Inc.

(Amount of Check)

(Payee or Payees of Check)

and when check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

Infinity Development, Inc.

(Owner)

located at Phantom Lakes Preserve, Mukwonago, WI

(Job Description)

to the following extent.

This release covers a progress payment for labor, services, equipment or materials furnished to

Infinity Development, Inc.

(Name)

through 2/25/2020

(Date)

only, and does not cover and retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

Company: D.F. Tomasini Contractors, Inc.

(Company Name)

By: 

(Signature)

Kirk Dexheimer, President

(Name and Title)

Date: 3/4/2020

NOTE: This form complies with the requirements of Wisconsin Civil Code. It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank.

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt of undersigned of a check from

Infinity Development, Inc.

(Maker of Check)

in the sum of \$ 392,866.80 payable to D.F. Tomasini Contractors, Inc.

(Amount of Check)

(Payee or Payees of Check)

and when check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

Infinity Development, Inc.

(Owner)

located at Phantom Lakes Preserve, Mukwonago, WI

(Job Description)

to the following extent.

This release covers a progress payment for labor, services, equipment or materials furnished to

Infinity Development, Inc.

(Name)

through 3/25/2020

(Date)

only, and does not cover and retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

Company: D.F. Tomasini Contractors, Inc.

(Company Name)

By: 

(Signature)

Kirk Dexheimer, President

(Name and Title)

Date: 3/24/2020

NOTE: This form complies with the requirements of Wisconsin Civil Code. It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank.



Committee/Board:	Downtown Development Committee
Topic:	1 Year Review & Goals 2020
From:	Roger Walsh
Department:	Trustee/Board Liaison/DDC Chair
Presenter:	
Date of Committee Action (if required):	None/Informational
Date of Village Board Action (if required):	None/Informational

Information

Subject: Downtown Development Committee, (DDC) and Continued Downtown Strategic Plan Implementation.

Background Information/Rationale:

DDC was formed by Ordinance to implement the Downtown Strategic Plan with a \$3,500 operating budget. Additional public works improvements were included in the current budget.

The formation meeting to elect a Chair was held 05-2019. The Village Board approved spending \$35,000 on a Streetscaping/Wayfinding Design Recommendation Plan. 7 professional firms responded to the Village's Request for Proposal, (RFP). Based on evaluation criteria 2 firms were selected to provide presentations for selection and recommendation to the Village Board. The Foth Infrastructure & Environment, LLC proposal was approved by the Village Board \$7,400 below budgeted cost. Adjustments were made to the final delivery timeline. Village Community Planner & Zoning Administrator is the point of contact between the consultants and DDC.

One year Later:

Goal: Keep Implementing the Downtown Strategic Plan

Find Can Do ways to Adapt & Innovate to the post-Covid Economy.

Key Issues for Consideration:

Collaboration, Cooperation, Coordination

Next DDC Meeting: May 2020 Remote Zoom Meeting.

DDC Main Agenda items: DDC Members Streetscaping/Wayfinding Preliminary Plan review and recommendations, vote on next DDC Chair, request alternate members suggestions for possible referral to Village President.

**Pre-approved or Can Do Action Items Subject to DDC Review & Board Review:**

1. Review Streetscaping/Wayfinding Prelim Design Plan for comments and revisions.
2. Per previous Board Direction to open and maintain communication , select representatives meet Wisconsin Department of Transportation, (DOT) for their comments and input on the Preliminary Streetscaping/Wayfinding Plan.
3. Complete the Streetscaping/Wayfinding Project and Present Consultant Recommendations to the Board.
4. Historic District Signs-non-Village funds available
5. Historic Walking Tour-collaborate and coordinate with Historic Society with minimal expense.
6. Identify and facilitate visual Non-ROW public/private partnerships focused on the LO to Henry Street Hwy 83 Downtown Corridor to sustain momentum and promote interest in Downtown Improvements.
7. Collaboratively Reach out to Downtown Businesses in the VCOZD using the Downtown Survey and results of the Village Small Business needs assessment as a Data Tool. Ask Chamber if this is a collaboration and coordination opportunity.
8. Example: Restaurants. Successful Private Owned Restaurants are some of the most innovative but hardest hit entrepreneurs. They are forced to adapt with 50-60 % less revenue, without a drive through or exterior pick-up window. They and other small businesses will have to regrow their sales by building what's called Operational Trust or Consumer Confidence. As businesses adapt their operations, DDC should work with the Chamber to help get the word out. A good example of building Operational Trust is the Chamber using their FB page to let people know about hand sanitizers and physically distanced booths at the Farmers Market.
9. Look for available funding sources through minimal or shared cost public private or human capital-(volunteerism & social service organizations) partnerships.
10. Look for ways to share relevant information, webinar links, assistance programs with those who most need it. There's a flood of info & programs. Federal, State, WEDC, County, local.

Fiscal Impact (If any): Final Payment upon completion of Foth Contract. TBD

Requested Action by Committee/Board: None at this time. Informational

Attachments

DEVELOPER GUARANTY AGREEMENT

Document Number

Title of Document

4437463

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 22, 2019 09:06 AM
James R Behrend
Register of Deeds

62 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



The property affected by this Agreement is legally described on the attached Exhibit A.

Record this document with the Register of Deed

Name and Return Address

Atty. Mark G. Blum
PO Box 766
Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum,
Schmitzer, Fabian & English, S.C.
720 Clinton St., PO Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
Email: mglum@hrblawfirm.com



Mukwonago – Place of the Bear
a Waukesha County blue chip community

www.villageofmukwonago.com

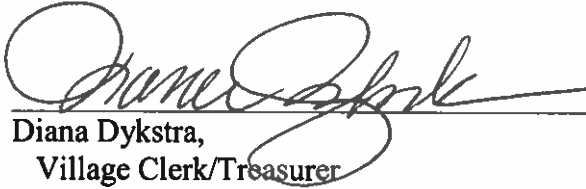
Village of Mukwonago

CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached photos and maps are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this 18th day of September, 2019.




Diana Dykstra,
Village Clerk/Treasurer

This Certification relates to the Developer Guaranty Agreement between the Village of Mukwonago and The Pointe Apartments, LLC.

DEVELOPER GUARANTY AGREEMENT

This Agreement is made and entered into this 13th day of August, 2019, by and between the Village of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the "Village") and The Pointe Apartments, LLC, with his principal office and place of business located at W3468 County Road J, East Troy, Wisconsin (hereinafter referred to as "Developer").

R E C I T A L S

WHEREAS, the Village and Developer have entered into a Commercial Offer to Purchase dated February 26, 2019 ("Purchase Agreement"), for the Developer's purchase of land, which is known 915 Main Street, Mukwonago, Wisconsin, 53149 (the "Property"), more specifically described in the legal description attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Developer intends to develop the Property into a residential development consisting of 4 buildings containing 88 apartment units (the "Development"); and

WHEREAS, pursuant to Wisconsin Statute Sec. 66.1105, the Village has created a Tax Increment District (the "TID District") and approved a Project Plan for redevelopment within TID #4 known as the TID Project Plan. The boundary of the TID District is inclusive of the Property; and

WHEREAS, subject to the Village providing the financial assistance set forth herein, Developer intends to acquire the Property and construct a multi-family residential development and other improvements on the Property. The Village's approved Site Plan depicting the protected future development of the Property is attached hereto as Exhibit B (the "Site Plan"). Said Site Plan, which is consistent with the current zoning of the Property is also consistent with the Village's Comprehensive Plan and the terms of the TID Project Plan; and

WHEREAS, the projected aggregate assessed value for the property when fully developed which is anticipated to be on or before January 31, 2021, is anticipated to be \$10,000,000.00 in excess of the value of the Property as of January 1, 2019; and

WHEREAS, the tax increment revenue from the TID District shall provide reimbursement to the Village for the acquisition costs of the Property, as well as the Village's debt service expense and costs related to the ownership and maintenance of the Property; and

WHEREAS, the parties acknowledge that the Developer's development of the Property is a material inducement for the conveyance of the Property to the Developer; and

WHEREAS, the construction of the Development would not occur without the financial assistance provided for hereunder; and

WHEREAS, the Village, pursuant to its action of the Village Board dated August 7, 2019, has approved the terms of this Agreement and authorized its execution by the property Village Officers on the Village's behalf; and

WHEREAS, it is anticipated that the construction of not less than one (1) building in the Development will be completed by December 31, 2020; and

WHEREAS, it is now necessary that the Developer and the Village enter into an agreement to provide for the manner and method by which the Property will be developed, and to set forth the rights and obligations of the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Responsibilities of the Village:

1. The Village agrees to convey the Property to the Developer pursuant to the terms and conditions of the Purchase Agreement. The value of the Property deemed by the Village to be \$1,050,000.00, which represents the sales price that is being credited to Developer at closing.

2. The parties acknowledge that the Property has areas of high ground water and soils which will add expense to the Development beyond what the Developer would normally expect. Therefore, the parties have determined that, but for the TIF assistance in the sum of \$1,150,000.00, this Development will not proceed.

3. The Village agrees to pay the Developer a TIF grant in the sum of \$1,150,000.00 (the "TIF Funds") in the following fashion:

- (a) An amount equal to one-third of the total TIF Funds (\$383,333.33) shall be disbursed to Developer within forty-five (45) days of the completion of the footings and foundations for the last structure to be constructed on the Property as part of the Development;
- (b) An amount equal to one-third of the total TIF Funds (\$383,333.33) shall be disbursed to Developer within forty-five (45) days of the completion of the exterior shell of the final building to be constructed on the Property as part of the Development; and
- (c) The remaining TIF Funds shall be disbursed to Developer within forty-five (45) days of the issuance of a Certificate of Occupancy for all buildings constructed as part of the Development.

4. The parties acknowledge that public road access exists to the Property and that public utilities, including sewer and water, have also been made available to the Property line at no additional cost.

Responsibilities of the Developer:

5. Subject to satisfaction of the conditions set forth in this Agreement, the Developer shall perform the following:

- (a) By January 31, 2021, Developer agrees to complete construction of the Development.
- (b) Subsequent to completion of construction of the Development, but prior to December 31, 2019, the Property shall have an assessed value of not less than Ten Million Dollars (\$10,000,000.00) (the "Guaranteed Tax Assessed Value") in excess of the assessed value of the Property on January 1, 2019, which is deemed to be \$0.00. For example, if the Property is assessed for tax purposes at \$5,000,000.00 as of January 1, 2020, Developer will be deemed to have created \$5,000,000.00 of increment or fifty percent (50%) of the Guaranteed Tax Assessed Value; however, no payments under this Agreement shall be due because the assessment occurred prior to completion of the Project other than the payment of property taxes that would otherwise be due and owing as a result of such assessment in the ordinary course.
- (c) Developer further agrees that by December 31, 2020, it shall have completed construction of one of the buildings on the Property.

6. In the event the Developer fails to achieve the Guaranteed Tax Assessed Value as of January 31, 2021 in the sum of \$10 Million and thereafter through the expiration of the TID District, the Village shall be permitted to collect the guaranteed payments as set forth below, which payments shall be deemed indebtedness of the Developer to the Village.

Security for Guaranteed Payments

7. To secure performance of the guaranteed payments, the Developer agrees to provide the Village with an Irrevocable Standby Letter of Credit in the amount of One Million Dollars (\$1,000,000.00). The Letter of Credit will be in a form attached hereto as Exhibit C

8. If any time prior to the release of the Letter of Credit, the actual assessed value of the Property as improved, pursuant to Section 5(b) above, determined to be less than the Guaranteed Tax Assessed Value, the Village shall be entitled to submit an Affidavit of Default and Sight Draft in an amount which is equal to the full amount of the Letter of Credit, multiplied by a percentage calculated in the following fashion: the difference between 100% and the percentage created by the fraction, whose numerator is the actual assessed tax value and the denominator is the Guaranteed Tax Assessed Value. For example: if Developer requests the Property be assessed on January 31, 2021, and the assessed value of the Property as improved is \$8,000,000.00, the difference between the Guaranteed Tax Assessed Value of \$10,000,000.00 and the estimated assessed value in this example would be \$2,000,000.00, which represents 20% of the Guaranteed Tax Assessed Value, in which case the Village would be permitted to draw upon the Letter of Credit in the amount equal to 20% of the Letter of Credit. The amount drawn upon

the Letter of Credit by the Village (the "LOC Proceeds") will be held by the Village and applied to the annual guaranteed payments owed by the Developer pursuant to Paragraph 11 below as those payments may become due and payable. The provisions of this Section 8 shall be subject to force majeure as defined herein. If a force majeure event occurs and such force majeure event is the primary cause of Developer failing to reach the Guaranteed Tax Assessed Value in a timely fashion, Developer shall remain obligated to make all payments required hereunder; provided however, in the event of a force majeure as defined herein, Developer shall be entitled to a refund of any excess funds held by the Village immediately upon the Project being assessed at or more than the Guaranteed Assed Tax Value in accordance with this Agreement. The amount of excess funds shall be any amounts left after payment sufficient to match any taxes that would have been paid if Developer had met the Guaranteed Assessed Tax Value plus any interest charges incurred by the Village as a result of such tax payments not being made. For the purposes of this Agreement, the term "force majeure" shall include, without limitation, any fire, flood, explosion, and other acts of God, war, hostilities, rebellion, riot, strikes, lock outs, or other labor disputes, acts or threats of terrorism, governmental actions, and other events outside of Developer's reasonable control.

9. Notwithstanding anything to the contrary, the Letter of Credit shall be released in accordance with the following schedule:

- (a) \$500,000.00 at such time as the first building is fully enclosed, with the framing inspection having been approved by the Village, and the footings and foundation approval have been issued for the remaining buildings in this Development;
- (b) The remaining \$500,000.00 shall be released at such time as an Occupancy Permit has been issued by the Village for the first building.

10. Developer warrants and represents that the Property shall be owned by entities that are not exempt from real estate taxes, and that either (i) the Guaranteed Tax Assessed Value shall be maintained throughout the duration of the TID District or (ii) the Property generates total property taxes in an amount equal to or greater than the amount generated as of January 31, 2021. It shall be a further condition of this Agreement that ownership or occupancy of any portion of the Property may not be transferred to an entity which is exempt from real estate taxes without the prior written consent of the Village, which consent may be conditioned upon the execution by such new owner or occupant of an agreement to make payments in lieu of taxes in an amount of the then-existing non-exempt property assessment, multiplied by the applicable tax rate for the Village of Mukwonago. This obligation shall survive and continue until the expiration of the TID District. In the event Developer receives an exemption from general real estate taxes prior to said date, and/or the Guaranteed Tax Assessed Value is not reached, the Village may exercise its right under the guaranty as provided for under this Agreement.

11. In the event Developer fails to perform its obligations, conditions, agreements or covenants under this Agreement, such circumstance shall constitute an event of default unless the Developer makes the guaranteed payments provided for hereunder. If an event of default occurs such that the actual tax assessed value is less than the Guaranteed Tax Assessed Value, then for the calendar year in which such event occurs, the Developer shall pay the Village an amount equal

to the difference between the net real estate taxes from all taxing jurisdictions that would be payable based on the Guaranteed Tax Assessed Value and the actual taxes due for such calendar year. The guaranty payment shall be due on or before June 20th of each year following the applicable calendar year of such default. In the event that Developer fails to make one or more guaranty payments as described herein, the parties acknowledge that the Village shall have the right, with twenty-one (21) days prior written notice, to impose special assessment or charges for any amount to which it is entitled by virtue of this Agreement and otherwise consistent with the special assessment statute, Wisconsin Statute Section 66.0701, et. seq. Developer's obligation to make guaranteed payments hereunder shall terminate on the earlier of (i) the date the increment created by the TID District generates real property tax revenue equal to the TIF funds paid, plus any interest charges incurred by the Village as a result of such tax payments not being made to the Developer by the Village, or (ii) the date of the expiration of the TID District. In addition, in the event that the Village makes a claim under the Letter of Credit which the Developer has agreed to provide hereunder, the payment shall be first applied to any tax deficiency as provided for hereunder.

12. Should the Village's right to any special assessments or charges arise, these special assessment rights may be exercised pursuant to this paragraph on the Property without notice or hearing. Developer does hereby waive hearing on such special assessment and agrees that an assessment to cover the Village's lost tax revenue is reasonable and benefits the Property. Such special assessments or charges shall be collected in the next succeeding tax roll or as other special assessments or special charges may be. This paragraph constitutes Developer's waiver of notice and its consent to the special assessment and special charges which may be required by law to the extent of an amount equal to the then-remaining balance and any shortfall on the actual tax increment due under this Agreement. This provision shall survive the termination of this Agreement until the Village's loan for the acquisition of the Property, as well as its grant to the Developer has been paid.

13. The parties acknowledge that the special assessment procedure noted herein is not the exclusive method of enforcement of the obligations of this Agreement, and that the Village shall be entitled to pursue those remedies which may be available to it according to law.

14. The term of this Agreement shall commence upon its execution and shall continue until the termination of the TID District. This Agreement shall run with the land and shall be binding upon the successors and assigns of the parties hereto.

15. The Village has entered into this Agreement with Developer on the basis of the identity of the Developer. Therefore, Developer hereby warrants and represents to the Village that prior to the completion of the Project the Developer may not transfer any rights under this Agreement other than collaterally to a lender of Developer's choice, unless approved by the Village, which permission shall not be unreasonably withheld. The Village agrees the Developer may transfer the rights of the development to a wholly owned subsidiary of the Developer or an entity in which the Developer is the primary shareholder and possesses a majority interest or day-to-day operational control. Any violation of this covenant without securing the prior written consent of the Village shall be considered an event of default and the Village shall have the right to pursue its remedies for default payment hereunder.

16. Subject to force majeure, failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement within thirty (30) days after receipt of written notice of default from the Village specifying such default shall be an event of default, provided that if such default cannot be cured within thirty (30) days, such thirty-day period shall be extended to allow for such cure provided the Developer commences the cure within such thirty-day period and diligently pursues the same. In the event that the default is such that immediate harm may result from such default, then the Developer shall be given five (5) days written notice to cure such default.

17. Remedies of Default. Whenever an event of default referred to herein occurs and is continuing, the Village may take any one or more of the following actions:

- (a) The Village may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the Village, that the Developer will cure its default and continue its performance of this Agreement;
- (b) The Village may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations hereunder.
- (c) The Village may pursue the financial guarantees as provided for above.

These remedies shall not be deemed to be exclusive and the Village shall have the right to pursue all rights or remedies available to it under applicable Wisconsin law. No delay or omission in pursuing any rights in the event of a default shall impair such right or power or shall be construed to be a waiver thereof. Such rights may be exercised from time to time as may be deemed expedient by the Village.

18. Whenever an event of default occurs and the Village shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the successful enforcement or performance or observance of any obligations or agreements on the part of the Developer herein contained, the Developer agrees it shall, on demand thereof, pay the Village its attorney fees and such other reasonable expenses so incurred by the Village.

19. The Developer hereby agrees to indemnify and hold harmless the Village, its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees (hereinafter collectively referred to as the "Village Indemnified Parties") as and against any and all claims, demands, actions or causes of action, including actual attorney fees, arising from the construction of the development on the Property by the Developer and the operation of this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the Village against its own breach, intentional, reckless or negligent conduct.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

21. This Agreement may be signed in any number of counterparts with the same effect as if signatures thereto and hereto were on the same instrument.

22. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and may not be amended or modified except through an instrument executed by all parties hereto.

23. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable, the validity of any one or more phrases, sentences, causes or sections contained in this Agreement shall not affect the remaining provisions or portions of this Agreement.

24. The parties acknowledge that approval for the authority to execute this Agreement has been obtained by the governing body or members of each party.

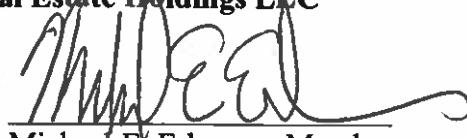
[SIGNATURE PAGES TO FOLLOW]

DEVELOPER:

THE POINTE APARTMENTS, LLC

By: **MEE Real Estate Holdings LLC**

By:


Michael E. Erkamaa, Member**VILLAGE:**

VILLAGE OF MUKWONAGO

By:


Fred Winchowky, Village President

By:


Diana Dykstra, Village Clerk

Authentication

The signature of Michael E. Erkamaa, as Member of MEE Real Estate Holdings, LLC, the Manager of The Pointe Apartments, LLC, attached to this DEVELOPER GUARANTY AGREEMENT is hereby authenticated on November 18, 2019.

By: 

Joseph E. Tierney IV, Esq.,
Member of State Bar of Wisconsin

State of Wisconsin)
) ss.
 Waukesha County)

Personally came before me this 13th day of August, 2019, the above named Fred Winchowky and Diana Dykstra to me know to the be persons who executed the foregoing instrument and acknowledged the same.



Mark G. Blum
 Notary Public
 State of Wisconsin, Waukesha County
 My commission is permanent.



EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

PARCEL A:

All that part of the North 1/2 of Section 35, Township 5 North, Range 18 East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at a point on the North line of Section 35, said point being North 89 deg. 14' 54" East 1013.82 feet distant from the North 1/4 corner of said Section; said point also being on the centerline of State Trunk Highway "15"; thence South 13 deg. 34' 00" West along said centerline, 645.48 feet; thence North 88 deg. 03' 00" West, 42.85 feet to a point on the East right-of-way line of the T.M.E.R. & L. Company, said point being on a curve; thence 38.40 feet along said East right-of-way line and the arc of said curve, radius of 4005.88 feet, the center of which lies to the Southeast and a chord bearing South 46 deg. 05' 05" West, 38.40 feet to a point on the West right-of-way line of State Trunk Highway "15"; thence South 13 deg. 34' 00" West, along said West right-of-way line, 400.00 feet to the place of beginning of the parcel hereinafter described; thence continuing South 13 deg. 34' 00" West along the aforementioned West right-of-way line, 400.00 feet; thence North 76 deg. 26' 00" West, perpendicular to said West right-of-way line and along the North right-of-way line of a proposed 66 foot roadway, 250.00 feet; thence North 17 deg. 37' 50" East, 400.99 feet to a point on the aforementioned East right-of-way line; thence South 76 deg. 26' 00" East perpendicular to the West right-of-way line of State Trunk Highway "15", 221.59 feet to the place of beginning.

PARCEL B:

All that part of the Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Township 5 North, Range 18 East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 35; thence North 89 deg. 14' 54" East along the North line of said Northeast 1/4, 1013.82 feet to a point on the centerline of Main Street (C.T.H. "ES"); thence South 13 deg. 34' 00" West along said centerline 1482.32 feet; thence North 76 deg. 26' 00" West 310.00 feet to the point of beginning of the parcel hereinafter described; thence continuing North 76 deg. 26' 00" West 139.41 feet to a point on the East right-of-way line of the W.E.P.C.O. right-of-way (former T.M.E.R. & L. CO. right-of-way); said point being on a curve; thence 433.71 feet along said East right-of-way and the arc of said curve, radius of 4005.88 feet, the center of which lies to the Southeast and a chord bearing North 36 deg. 14' 34" East 433.50 feet; thence South 17 deg. 31' 50" West 400.95 feet to the point of beginning.

PARCEL C:

All that part of the North 1/2 of Section 35, Town 5 North, Range 18 East, Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at a point in the North line of Section 35; said point being North 89 deg. 14' 54" East of and 1013.82 feet distant from the North 1/4 corner of said Section; said point also being on the centerline of State Trunk Highway 15, thence South 13 deg. 34' 00" West along said centerline 645.48 feet; thence North 88 deg. 03' 00" West 42.85 feet to a point on the East right-of-way line of T.M.E.R. & L. Company Right-of-way; said point also being on a curve; thence 33.48 feet along said East right-of-way line and the arc of said curve, radius of 4005.80 feet, the center of which lies to the Southeast and a chord bearing South 46 deg. 08' 00" West 33.48 feet to a point on the West Right-of-way line of State Trunk Highway 15, a/k/a Highway ES, and the place of beginning of the parcel hereinafter described; thence South 13 deg. 34' 09" West along said West right-of-way line 400.00 feet; thence North 76 deg. 26' 00" West perpendicular to the aforementioned West right-of-way line 222.28 feet to a point on the East right-of-way line of the T.M.E.R. & L. Company right-of-way; said point also being on a curve; said point to be known as Point "A" for future



EXHIBIT A

reference; thence 457.87 feet along said East right-of-way line and the arc of said curve, radius of 4005.88 feet, the center of which lies to the Southeast and a chord bearing North 42 deg. 37' 10" East 457.62 feet to the place of beginning.

ALSO:

All that part of the North 1/2 of Section 35, Town 5 North, Range 18 East, Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the above described Point "A"; thence North 76 deg. 26' 00" West, 110.63 feet to a point on the West Right-of-Way line of the T.M.E.R. & L. Company Right-of-Way and the place of beginning of the parcel hereinafter described; said point also being on a curve; thence 198.06 feet along said West right-of-way line and the arc of said curve, radius of 4105.88 feet the center of which lies to the Southeast and a chord bearing North 40 deg. 03' 19" East, 198.04 feet to a point on a line meandering the shore of Lower Phantom Lake; thence South 68 deg. 29' 19" West along said meander line 50.00 feet; thence South 31 deg. 15' 37" West 155.81 feet to the place of beginning. Including all those lands lying between the above described meander line and the shore of Lower Phantom Lake.

PARCEL D:

All that part of the Southwest 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 35, Town 5 North, Range 18 East, Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 35; thence North 89 deg. 14' 54" East along the North line of said Northeast 1/4 1013.82 feet to a point on the centerline of C.T.H. "ES" (Main Street); thence South 13 deg. 34' 00" West along said centerline 1482.32 feet; thence North 76 deg 26' 00" West 310.00 feet to the place of beginning of the parcel hereinafter described; thence continuing North 76 deg 26' 00" West 139.41 feet to a point on the East right-of way line of the W.E.P.CO. right-of-way, said point being on a curve; thence 131.91 feet along said East right-of-way line and the arc of said curve, radius of 4005.88 feet, the center of which lies to the southeast and a chord bearing South 32 deg. 11' 54" West 131.90 feet; thence South 76 deg. 26' 00" East 181.56 feet; thence North 13 deg. 34' 00" East 125.00 feet to the place of beginning.

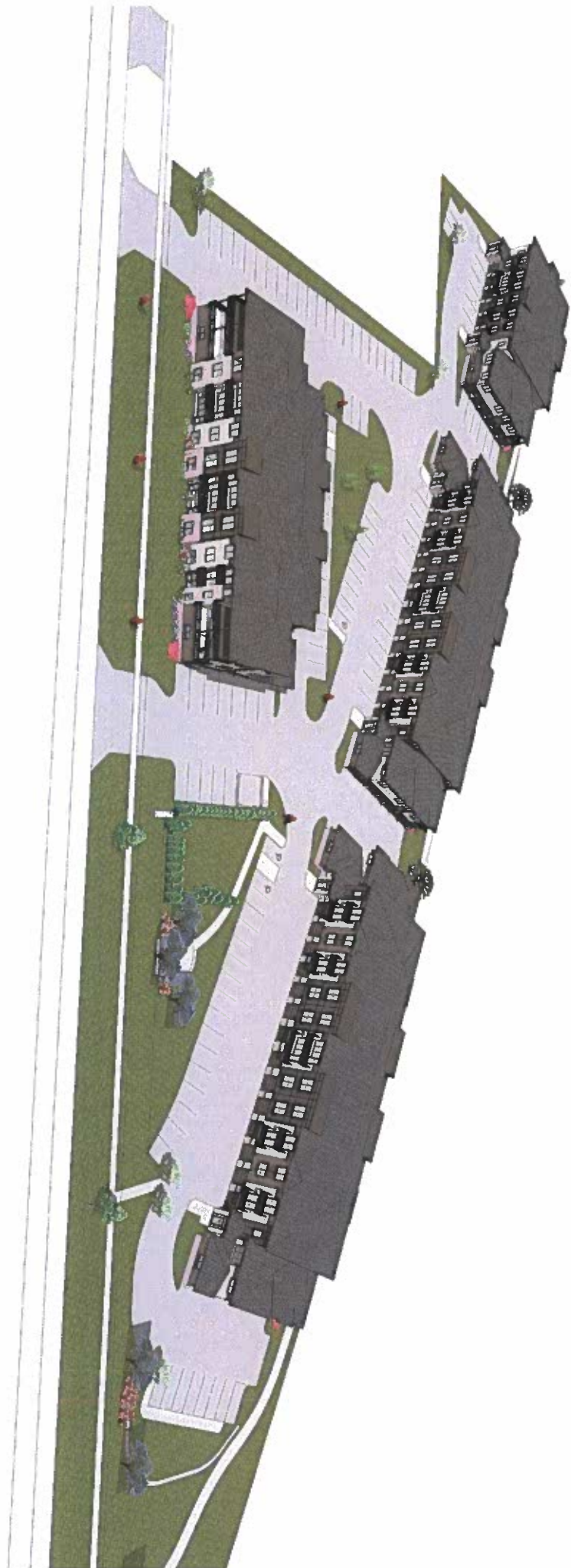
For informational purposes only

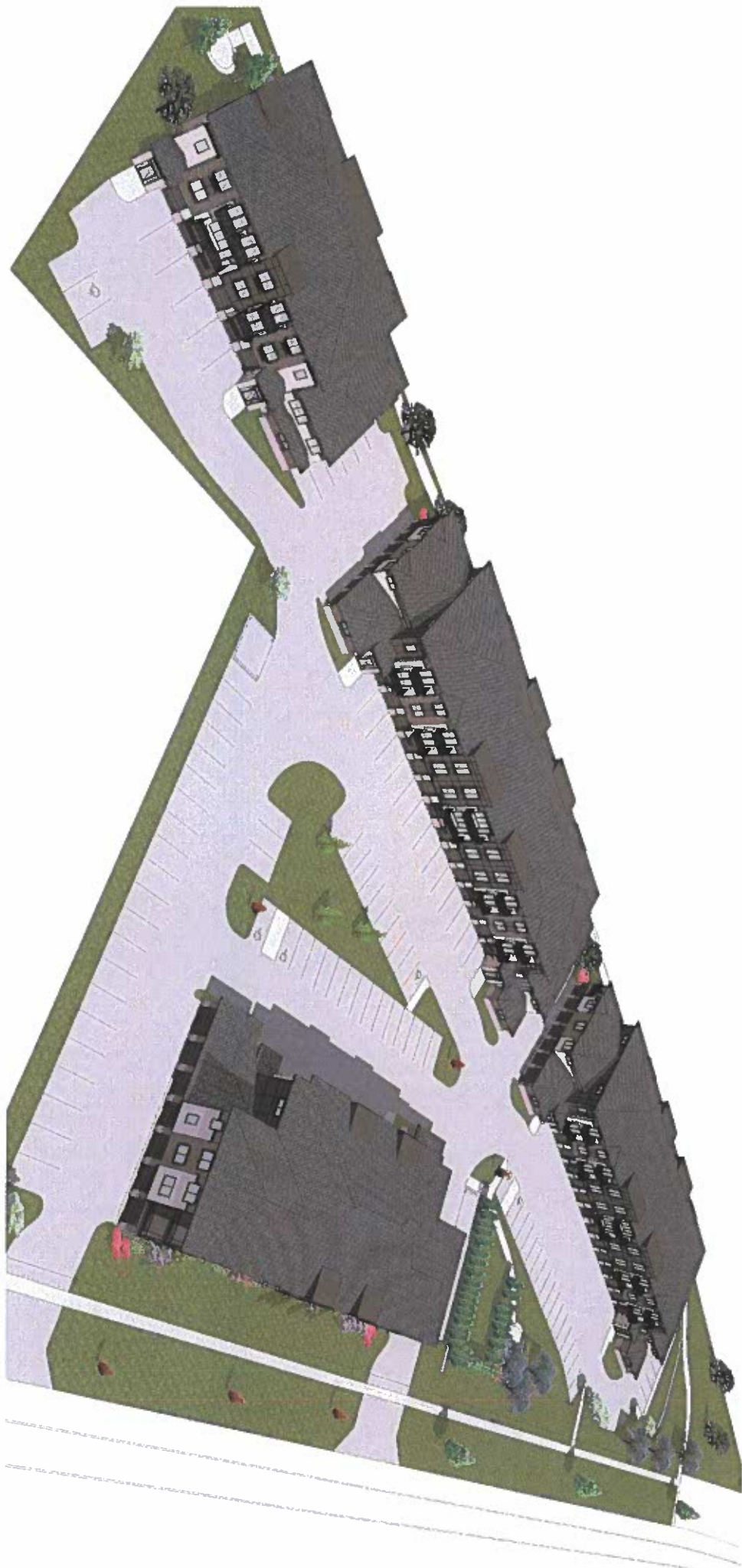
Property Address: 915 Main Street, Mukwonago, WI 53149

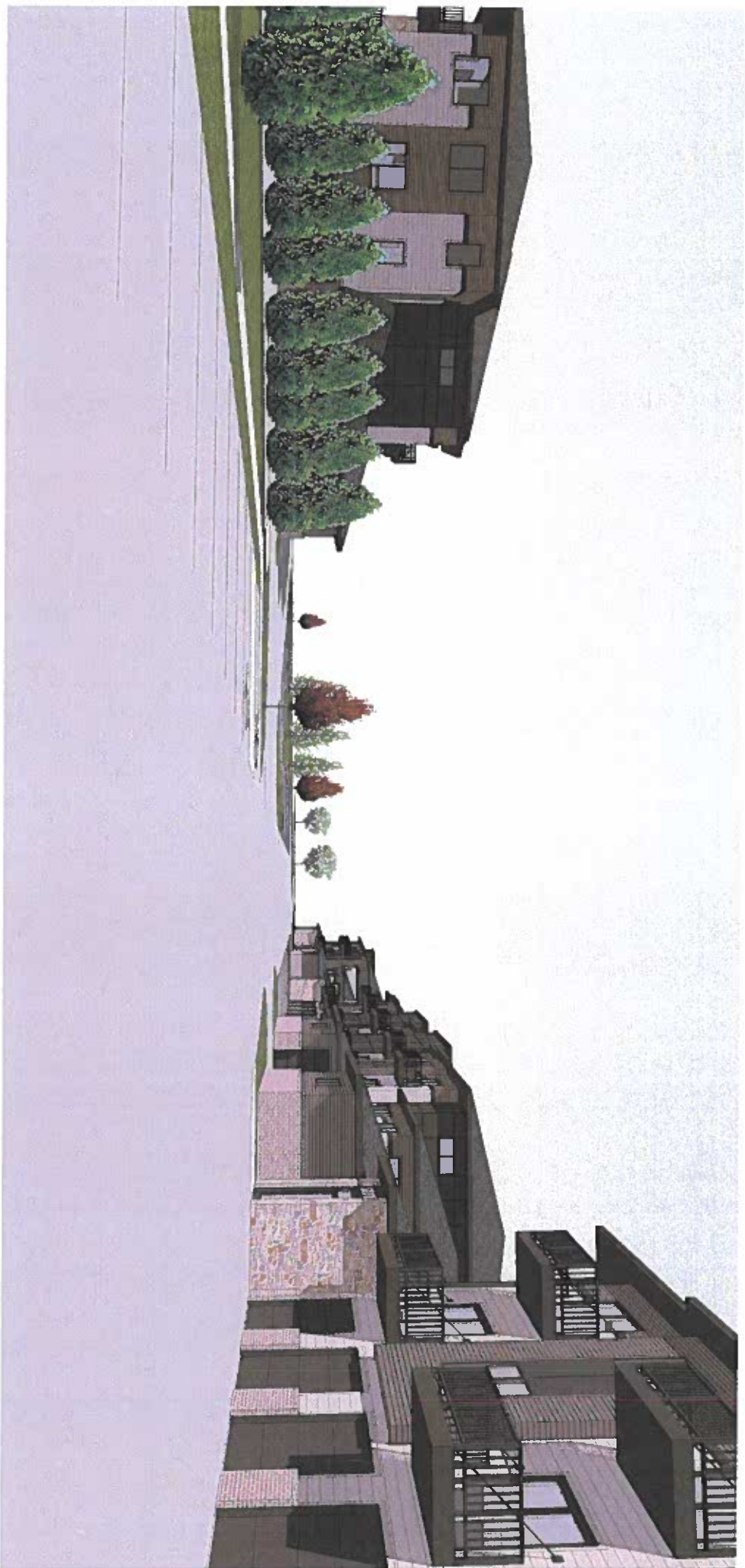
Tax Key No.: MUKV 2009.965.001 (Parcel A), MUKV 2009.965.002 (Parcel B), MUKV 2010.977 (Parcel C) and MUKV 2010.978 (Parcel D)



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951
OF 11

Village of Mukwonago - 21-plex

Mukwonago, WI

2010 04 11

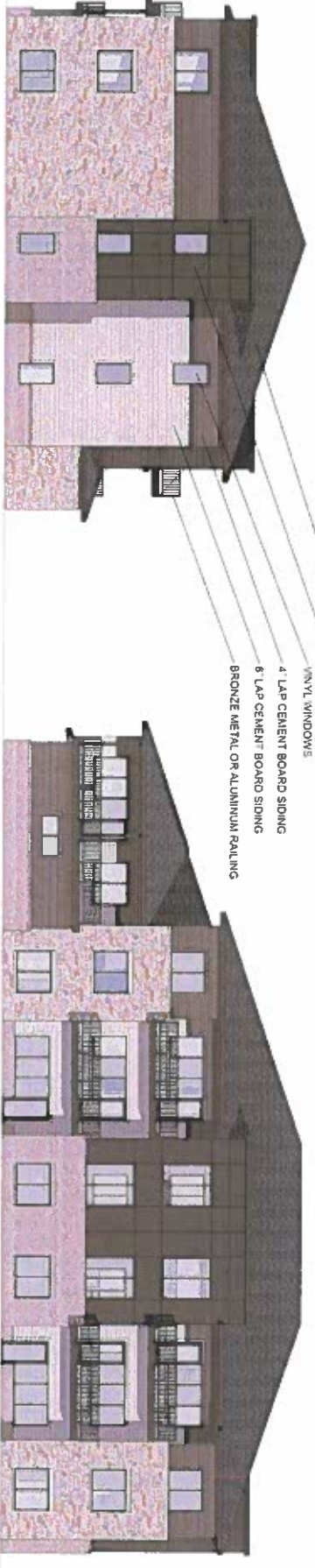


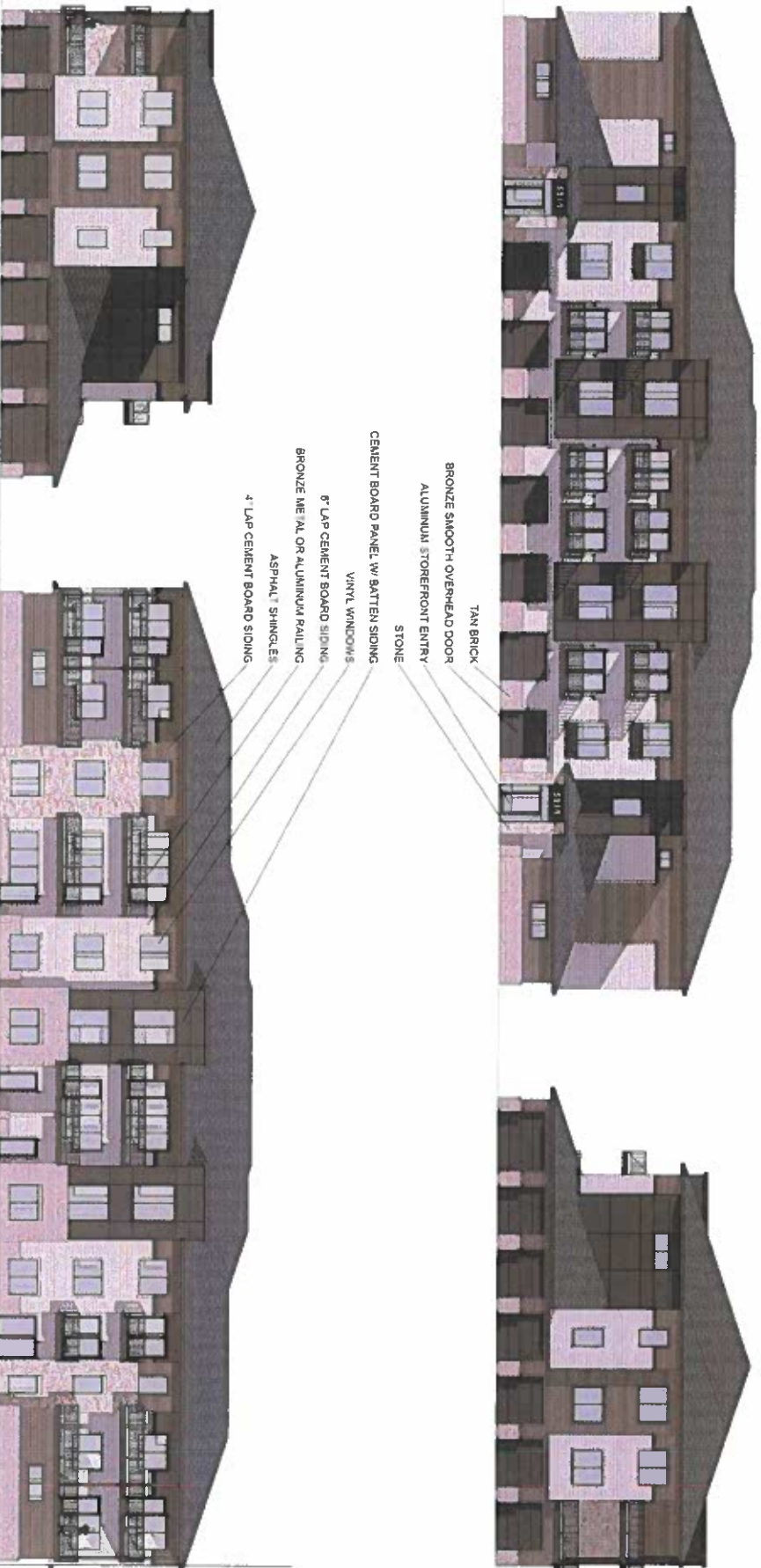
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SUNSHINE

Village of Mukwonago - 28-plex

Mukwonago, WI

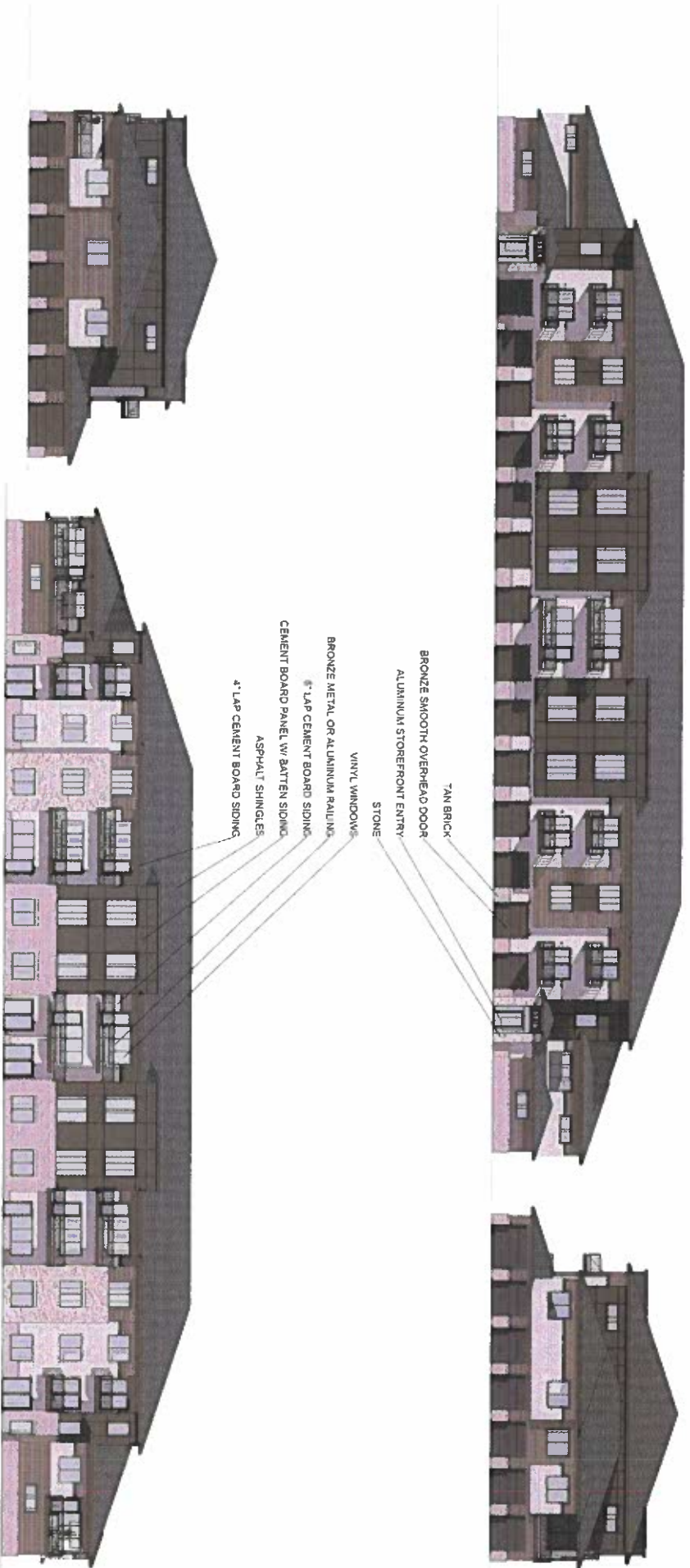
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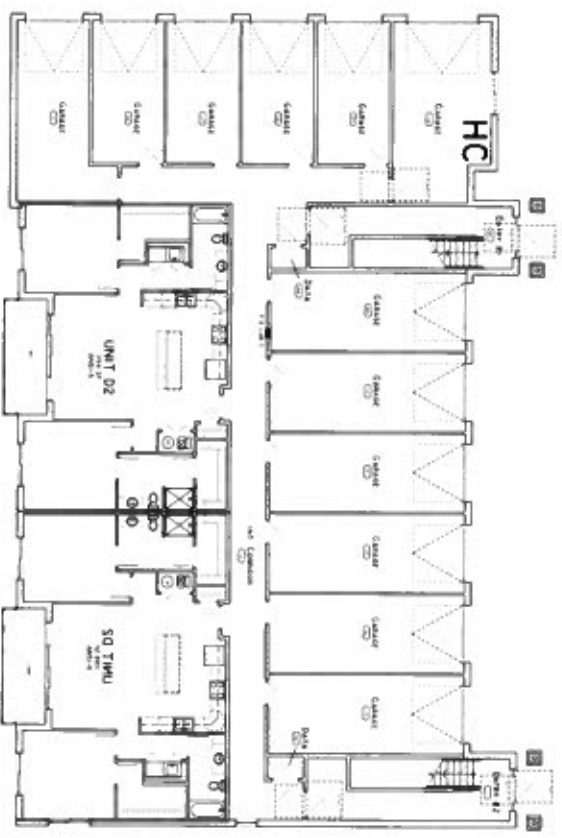




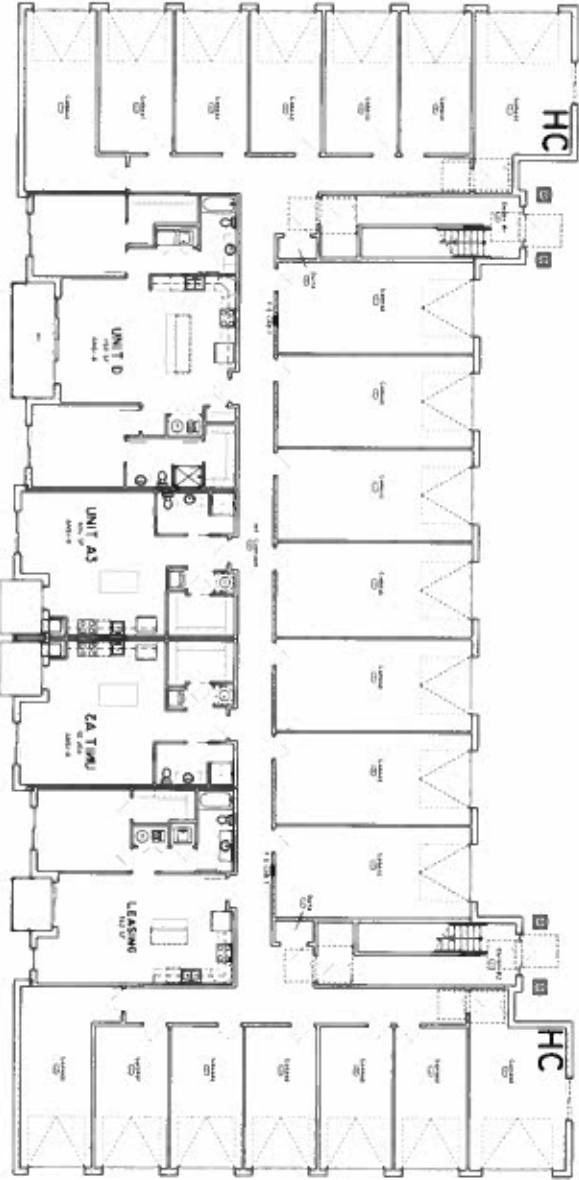
village of Mukwonago - 28-plex
Mukwonago, WI
2019 Q4 II

village of Mukwonago - 21-plex
Mukwonago, WI
2019 Q4 III

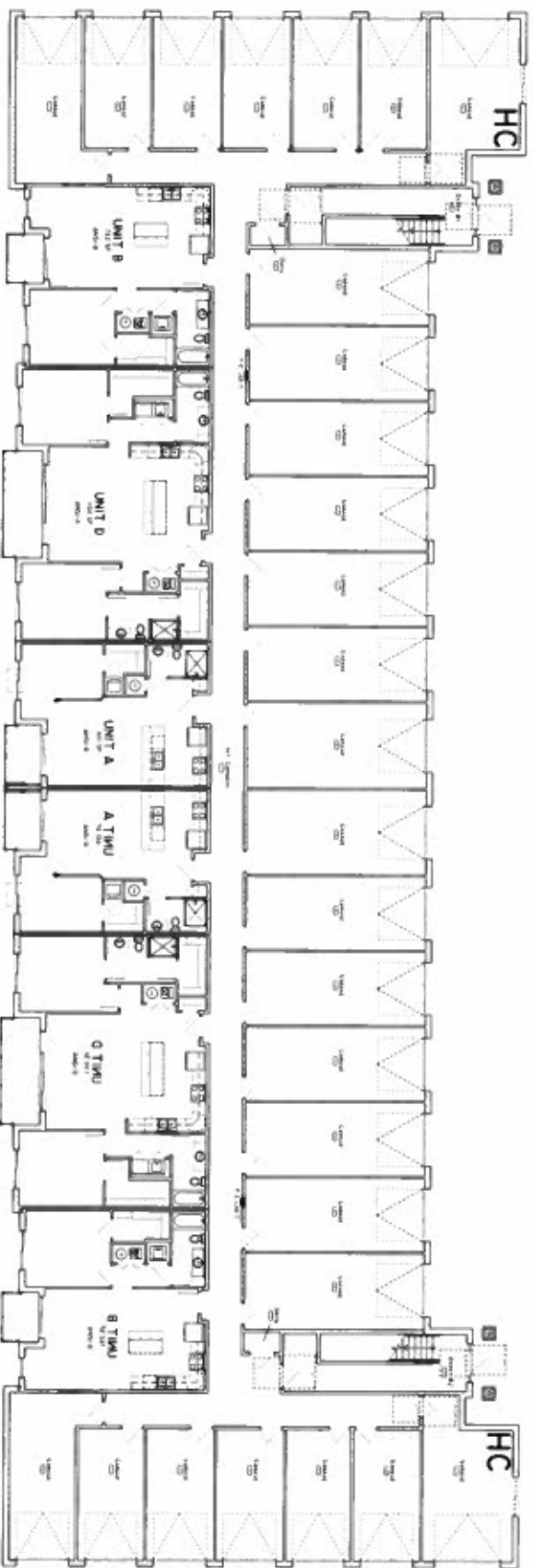




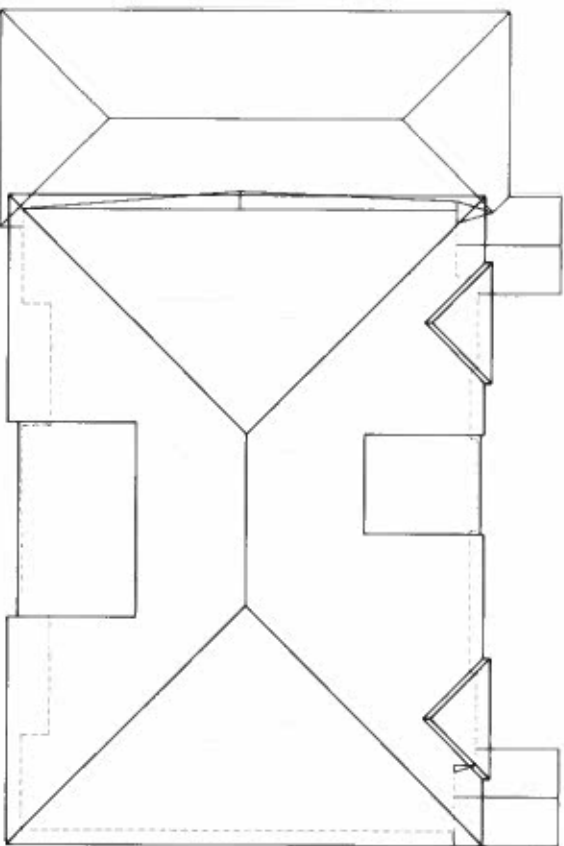
MAIN LEVEL PLAN



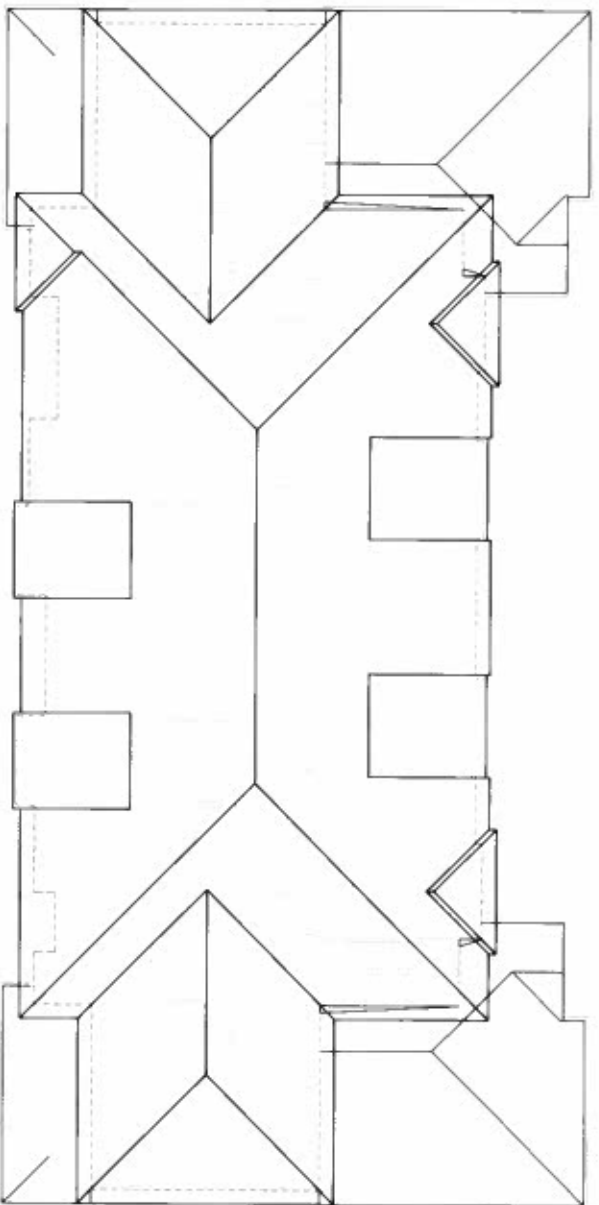
MAIN LEVEL PLAN



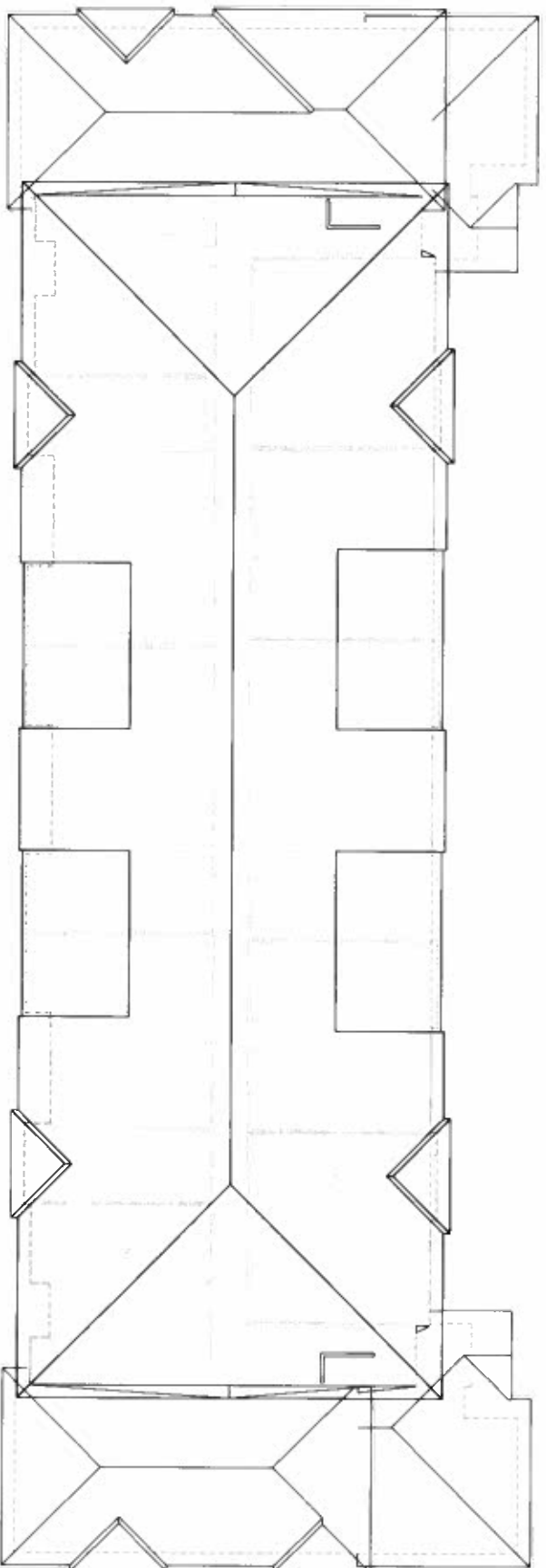
MAIN LEVEL PLAN
1/8" = 1'-0"
0 1 2 3 4



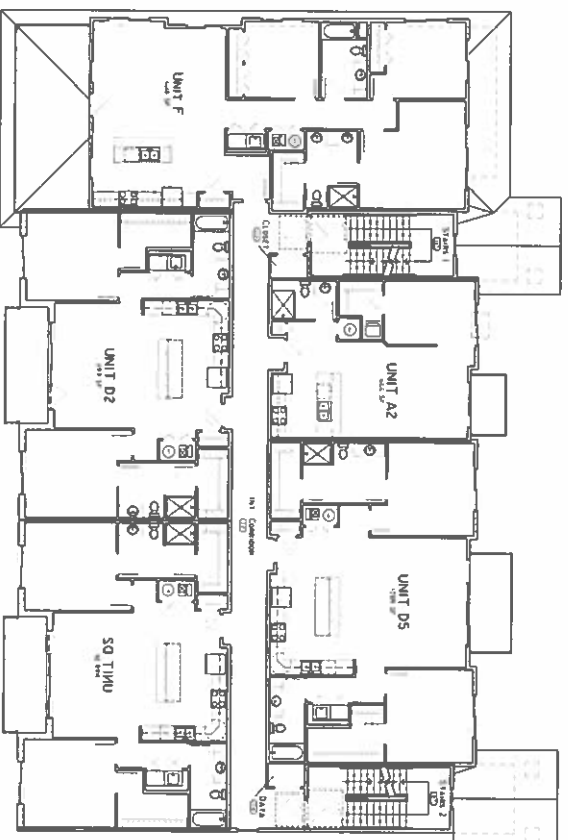
ROOF PLAN
1/8" = 1'-0"



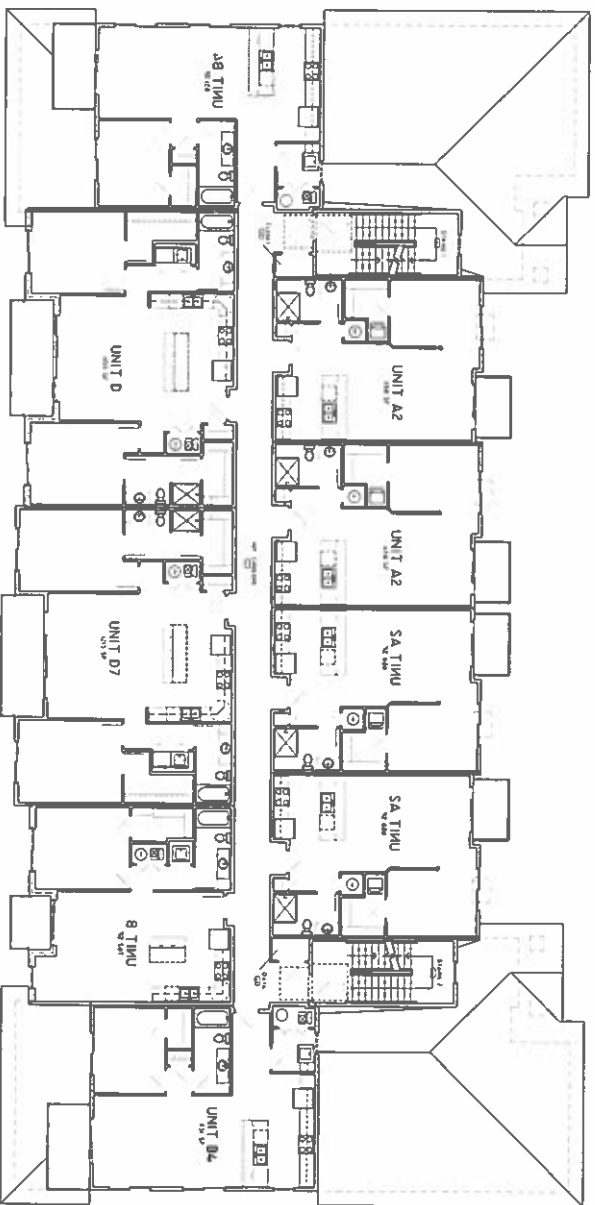
ROOF PLAN
0' 1' 2'



ROOF PLAN
1/8" = 1'-0"



SECOND LEVEL PLAN
1/8" = 1'-0"



SECOND LEVEL PLAN
1/8" = 1'-0"

Village of Mukwonago - Z1-plex

Mukwonago, WI

2019 Oct. 11

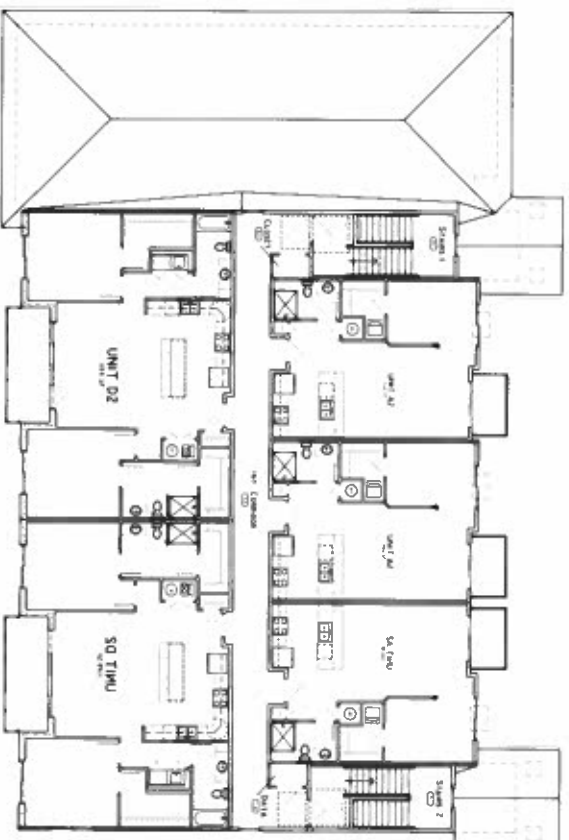


SECOND LEVEL PLAN
0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'

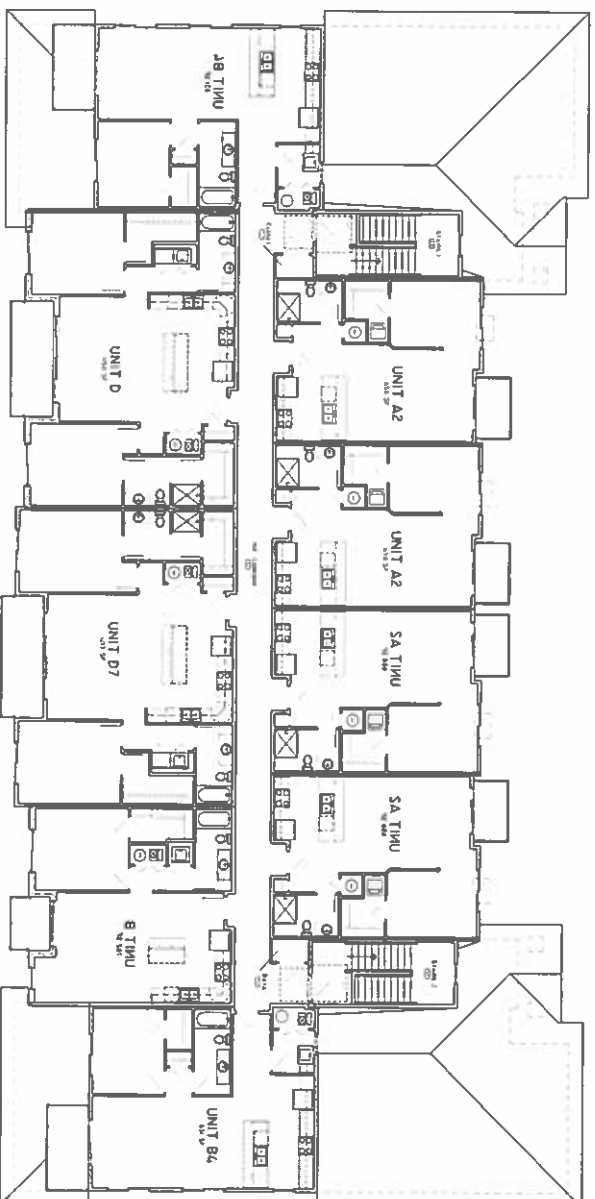
Village of Mukwonago - 28-plex

Mukwonago, WI

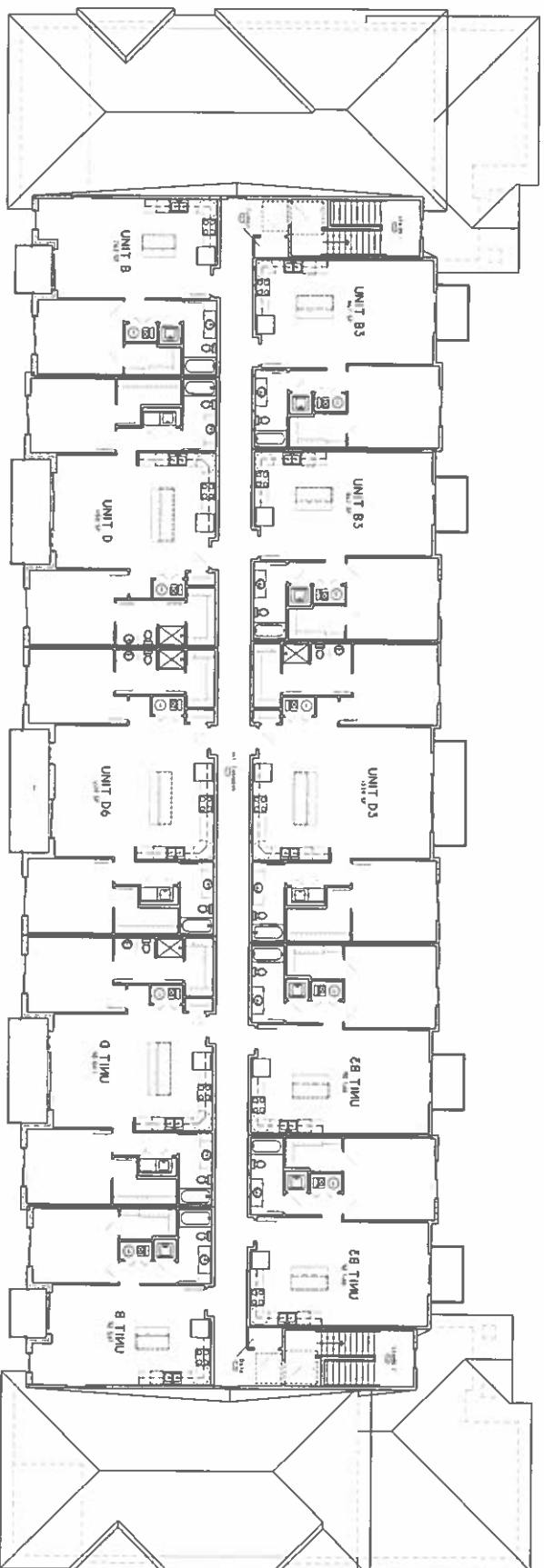
2019 PL II



THIRD LEVEL PLAN
0' 0" = 1' 0"



THIRD LEVEL PLAN
0' 0" 10' 0" 20' 0"

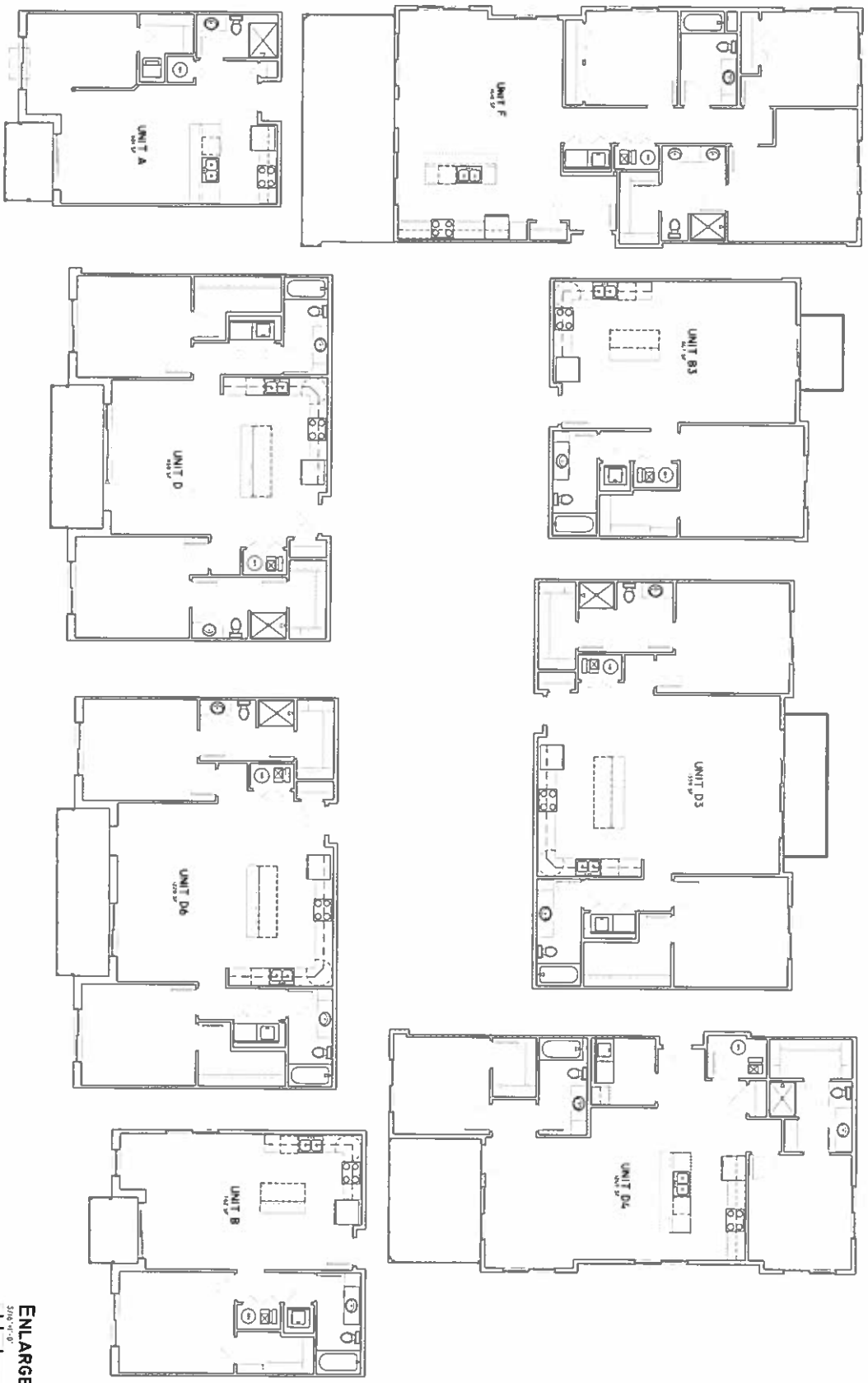


THIRD LEVEL PLAN
0' 1' 2' 3' 4'



ENLARGED UNIT PLANS
1" = 4'-0"





ENLARGED UNIT PLANS
3/16" = 1'-0"
0 1 2 3

100-YR FLOODPLAIN

THE SUBJECT PROPERTY IS LOCATED IN ZONE "A". AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 51330C0421G, EFFECTIVE DATE: NOVEMBER 3, 2014. ZONE "A" IS DESIGNATED AS AREA WITH A BASE FLOOD ELEVATION OF 79.7.

LEGEND

- [illegible]

PROPERTY SUMMARY

TOTAL AREA	193,015 sf (4.4 acres)
Area East of Railroad = 190,501 sf (4.38 acres)	
Area West of Railroad = 2,514 sf (0.058 acres)	
Current Zoning:	B-2 General Business District
- Main Engineering & Fabricator = 10'	
- Main Structures: Steel & Steel = 10'	
	Feet = 30'
<i>*includes drive aisle, applies to building and parking</i>	
Lot Coverage:	
Building Coverage = 0.33 ac	
Gravel Parking = 1.15 ac (26%)	
Pavement & Concrete = 1.55 ac (35%)	
Total Impervious Area = 3.03 ac (66.4%)	
Wetland Area: 0.086 ac: 1.9%	
Total Open Space Area: 1.4 ac: (31.8%)	

 CONSTRUCTION IS REQUIRED TO NOTIFY SMOKEHOLDERS THAT THEY ARE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WORKMEN SHALL BE RESPONSIBLE FOR OBTAINING THE LOCATION OF ALL UTILITIES PRIOR TO THE START OF ANY WORK. ANY VIOLATION OF THIS REQUIREMENT WILL BE CONSIDERED A VIOLATION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE SMOKEHOLDERS OF ANY UNDERGROUND UTILITIES LOCATED PRIOR TO THE START OF ANY WORK.



PROJECT:
MUKWONAGO APARTMENTS
VILLAGE OF MUKWONAGO, WISCONSIN
PREPARED FOR:
ASSURTY
PO BOX 62633
LINCOLN, NE 68661-2633

REVISION HISTORY	
DATE	DESCRIPTION
06/07/03	Issued by O&M

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DATE
APR 11 2014

2013-2014

DISCUSSION

Extending Site Plan

SECRET

R



PROPERTY ADDRESS

THE ADDRESS OF THE SUBJECT PARCEL IS
815 MAIN ST. MILWAUKEE, WI 53108.

100-YR FLOODPLAIN

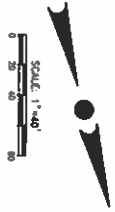
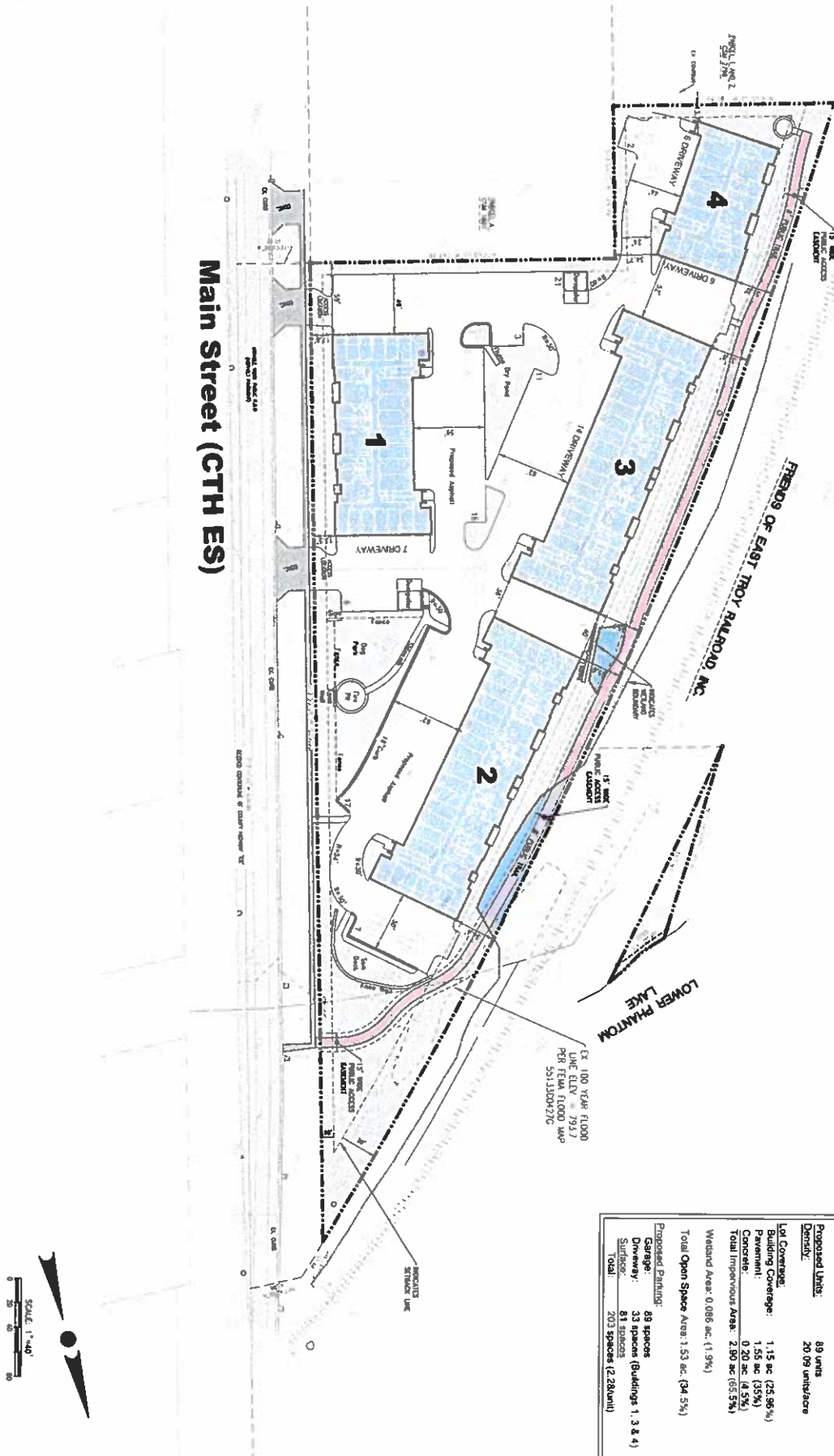
THE SUBJECT PROPERTY IS LOCATED IN ZONE
"A" AS DESIGNATED ON THE FLOOD INSURANCE
RATE MAP. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE
FLOOD INSURANCE RATE MAP. THE FLOOD INSURANCE RATE MAP
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RATE MAP IS A MAP OF THE FLOOD INSURANCE RATE MAP. THE FLOOD
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CONSTRUCTION IS REQUIRED TO CONFORM WITH THE
FLOOD INSURANCE RATE MAP. THE FLOOD INSURANCE RATE MAP
IS A MAP OF THE FLOOD INSURANCE RATE MAP. THE FLOOD
INSURANCE RATE MAP IS A MAP OF THE FLOOD INSURANCE RATE MAP.

DEVELOPMENT SUMMARY

Total Area	193.015 (64.43 acres)
Area of Flooded	2.444 (0.83 acres)
Area of Flooded	2.444 (0.83 acres)
Current Zoning	B-2 General Business District
Proposed Zoning	Multi-Family Residential
Proposed Units	89 units
Density	20.09 units/acre
Lot Coverage	1.15 ac (25.95%)
Building Coverage	1.15 ac (25.95%)
Impervious Area	0.20 ac (4.5%)
Total Impervious Area	2.80 ac (65.5%)
Wetland Area	0.086 ac (1.9%)
Total Open Space Area	1.53 ac (34.5%)
Proposed Parking	89 spaces
Garage	33 spaces (Buildings 1, 3 & 4)
Driveway	81 spaces (228 units)
Surface	81 spaces (228 units)
Total	203 spaces (228 units)

Main Street (CTH ES)



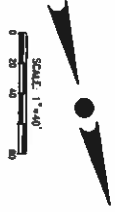
PROJECT: MUKWONAGO APARTMENTS VILLAGE OF MUKWONAGO, WISCONSIN PREPARED FOR: ASSURTY PO BOX 82553 LINCOLN, NE 68601-2553	DATE: APR. 11, 2018	JOHN HILBERS: 8000-7088	DESCRIPTION: Proposed Site Plan	2 OF 4
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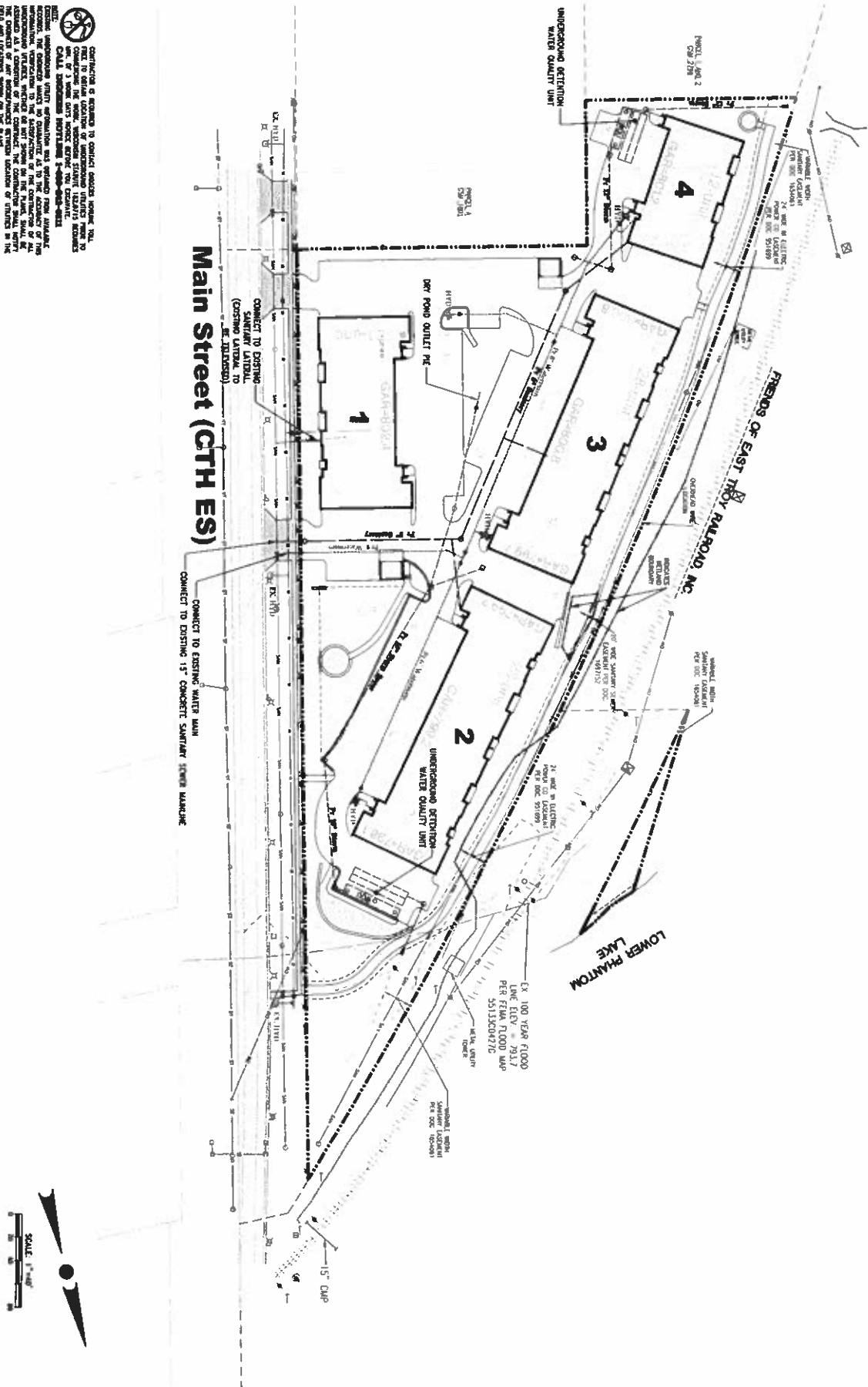


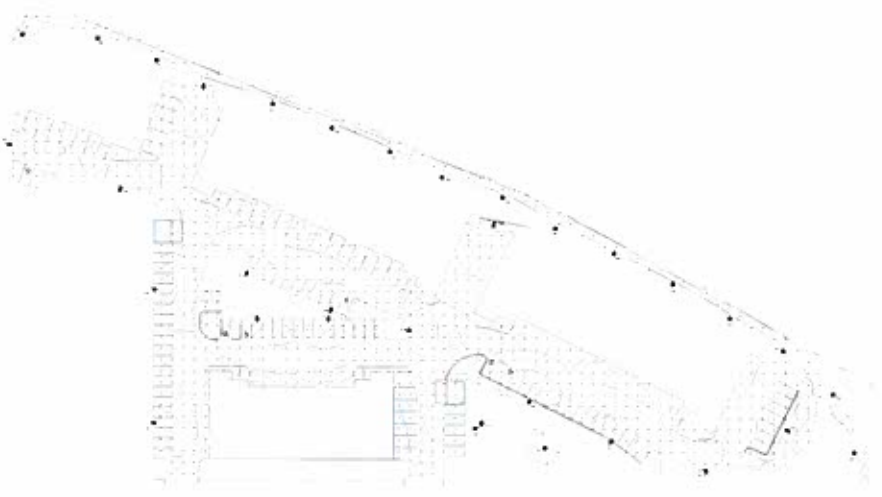
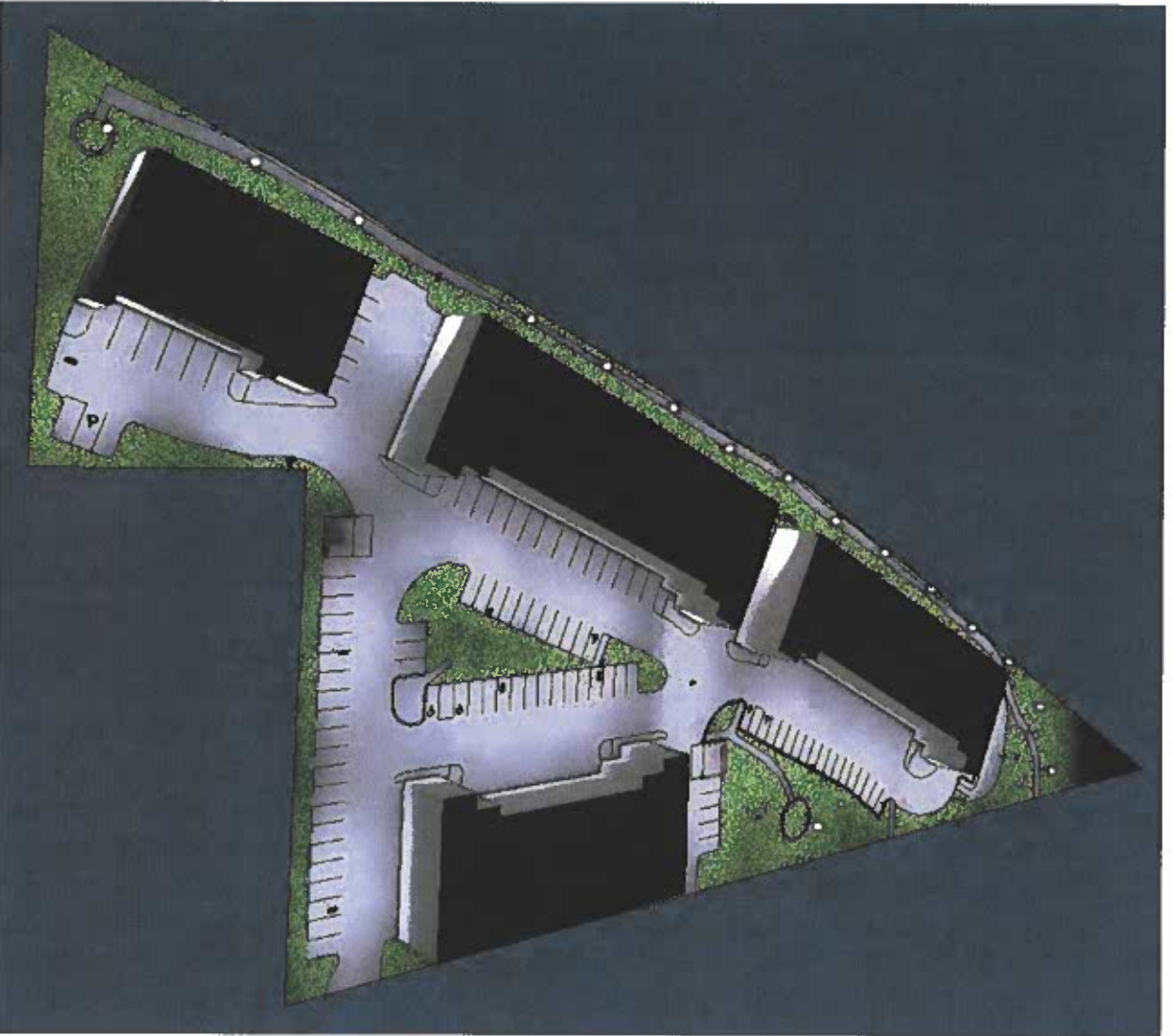
EVENSON HISTORY	
DATE	DESCRIPTION
QUARTER	Amount Due \$

JOE MUMFORD
1970-1973

3 of 4



[illegible]



ILLUMINANCE (FC)			
Avg	Max	Min	
0.0	1.9	0.1	

MUNWANAQO APARTMENTS
 SITE LIGHTING CALCULATIONS
 BP PROJECT #: 1071002
 SCALE: 1" = 50'-0" ON 24X36



Domus 50 is one of the most versatile luminaires offered by Lumec. This classic shape was one of the first in a line of pioneering Lumec designs. Domus offers a subtly refined design that balances shape, dimension and proportion.

Project _____

Location _____

Cat. No. _____

Type: _____

Lamps _____ Qty _____

Notes _____

Calculated with 20'-0" pole and 3'-0" base

Ordering guide: Luminaire

Example DMS50-90W80LED4K-T-ACDR-LE3F-120-DMG-SMB-RCD-PHB-BKTX

Series	LED module	Lamp type	Globe material	Optical system	Voltage	Driver options
DMS50		T				
DMS50 Domus	4000K 35W32LED4K 55W32LED4K 55W48LED4K 70W64LED4K 72W32LED4K 80W48LED4K 90W80LED4K 108W48LED4K 110W64LED4K 135W80LED4K 145W64LED4K 180W80LED4K 3000K 35W32LED3K 55W32LED3K 55W48LED3K 70W64LED3K 72W32LED3K 80W48LED3K 90W80LED3K 108W48LED3K 110W64LED3K 135W80LED3K 145W64LED3K 180W80LED3K	T	ACDR Acrylic globe	Globe LE2A ¹ Type II (ASYM) with globe LE3A ¹ Type III (ASYM) with globe LE4A ¹ Type IV (ASYM) with globe Sag lens LE2S Type II (ASYM) Sag glass lens LE3S Type III (ASYM) Sag glass lens LE4S Type IV (ASYM) Sag glass lens LE5S ¹ Type V (SYMM) Sag glass lens Flat lens LE2F Type II (ASYM) Flat glass lens LE3F Type III (ASYM) Flat glass lens LE4F Type IV (ASYM) Flat glass lens LE5F Type V (SYMM) Flat glass lens	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	AST¹ Pre-set, progressive start-up CLU¹ Pre-set, manage lumen depreciation DALI¹ Pre-set, compatible with the DALI control system OTL¹ Pre-set to signal end of life of the lamp DMG 0-10V CDMGP¹ Dimming level set by user CDMG25¹ 8 hrs. 25% reduction CDMG50¹ 8 hrs. 50% reduction CDMG75¹ 8 hrs. 75% reduction CDMGM25¹ 6 hrs. 25% reduction CDMGM50¹ 6 hrs. 50% reduction CDMGM75¹ 6 hrs. 75% reduction CDMGS25¹ 4 hrs. 25% reduction CDMGS50¹ 4 hrs. 50% reduction CDMGS75¹ 4 hrs. 75% reduction

Ordering guide (continued)

Adaptors	Luminaire options	Poles & Brackets	Finish
MA1 1 1/4" NPT threaded hole adaptor MA2 1 1/2" NPT threaded hole adaptor SMA¹ Decorative retro side-mounted cast-aluminum, accepts tubes from 1 5/8" to 2 3/8" SMB Decorative contemporary side-mounted cast-aluminum, accepts tubes from 1 5/8" to 2 3/8"	BO Bridge and Overpass DE1 Decorative deflector HS House side shield PH7 Photoelectric cell, bottom type PH8^{2,4} Photoelectric cell, extended life PH9^{2,4} Shorting cap PHXL^{2,4} Photoelectric cell, extended life RC^{2,5} Receptacle 3 pins RCD^{2,5} Receptacle 5 pins RCD7^{2,5} Receptacle 7 pins SP2 Surge protector	Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets	BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammerstone gold WHTX Textured white

Footnotes

- Not available with HS option
- SMA or SMB adaptors is required for this option
- Not available 347-480 volt
- Luminaire option RC, RCD or RCD7 is required with this options
- Use of photoelectric cell or shorting cap is required to ensure proper illumination
- Globe Material ACDR is required with this optical system
- Only 3 pin receptacle RC is available with SMA adaptor

Coordinate with architect/owner

DMS50 Domus LED Pendant

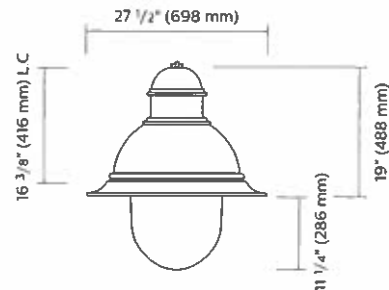
Urban Luminaire

TYPE 1

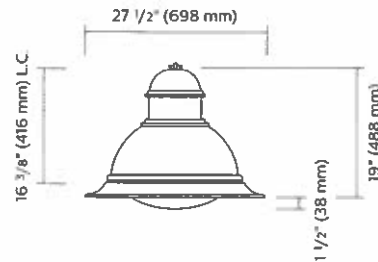
Dimensions

EPA 1.35 ft² max.

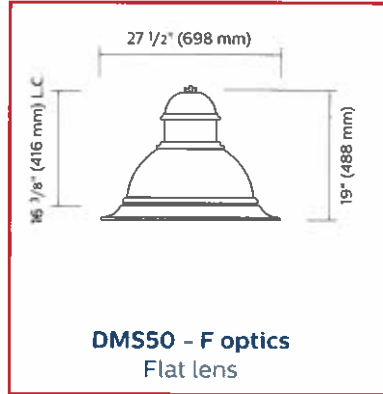
Weight: 42 lbs (19.1kg) max.



DMS50 - A optics
Long drop globe



DMS50 - S optics
Sag lens



DMS50 - F optics
Flat lens

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
35°C	700 mA	>100,000 hours	>60,000 hours	>86%

LED Wattage and Lumen Values: 4000K Domus luminaire

Flat lens

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2F			Type LE3F			Type LE4F			Type LE5F		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED4K-T	32	350	37	4000K	4,039	109	B1-U0-G1	3,934	106	B1-U0-G1	3,895	105	B1-U0-G1	3,925	106	B3-U0-G1
DMS50-55W32LED4K-T	32	530	55	4000K	5,808	106	B1-U0-G1	5,657	103	B1-U0-G1	5,602	102	B1-U0-G2	5,644	103	B3-U0-G1
DMS50-72W32LED4K-T	32	700	73	4000K	7,312	101	B2-U0-G1	7,122	98	B1-U0-G2	7,052	97	B1-U0-G2	7,105	98	B3-U0-G2
DMS50-55W48LED4K-T	48	350	54	4000K	6,041	113	B1-U0-G1	5,883	110	B1-U0-G1	5,826	109	B1-U0-G2	5,870	110	B3-U0-G1
DMS50-80W48LED4K-T	48	530	80	4000K	8,641	108	B2-U0-G2	8,417	105	B2-U0-G2	8,335	104	B2-U0-G2	8,398	105	B3-U0-G2
DMS50-108W48LED4K-T	48	700	106	4000K	10,852	103	B2-U0-G2	10,570	100	B2-U0-G2	10,467	99	B2-U0-G2	10,546	100	B4-U0-G2
DMS50-70W64LED4K-T	64	350	69	4000K	7,856	113	B2-U0-G1	7,709	111	B1-U0-G2	7,697	111	B1-U0-G2	7,643	110	B3-U0-G2
DMS50-110W64LED4K-T	64	530	105	4000K	11,261	107	B2-U0-G2	11,050	105	B2-U0-G2	11,034	105	B2-U0-G2	10,955	104	B4-U0-G2
DMS50-145W64LED4K-T	64	700	141	4000K	14,148	101	B3-U0-G2	13,883	99	B2-U0-G2	13,862	99	B2-U0-G2	13,763	98	B4-U0-G2
DMS50-90W80LED4K-T	80	350	86	4000K	9,806	114	B2-U0-G2	9,623	112	B2-U0-G2	9,608	112	B2-U0-G2	9,540	111	B4-U0-G2
DMS50-135W80LED4K-T	80	530	131	4000K	14,008	107	B3-U0-G2	13,745	105	B2-U0-G2	13,724	105	B2-U0-G2	13,626	104	B4-U0-G2
DMS50-180W80LED4K-T	80	700	174	4000K	17,483	100	B3-U0-G2	17,144	98	B3-U0-G2	17,269	99	B3-U0-G3	17,115	98	B4-U0-G2

¹ System input wattage may vary based on input voltage, by up to +/- 10% and based on manufacturer forward voltage, by up to +/- 8%.

² Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Note: Some data may be scaled based on tests of similar, but not identical, luminaires.

DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

LED Wattage and Lumen Values: 3000K Domus luminaire

Flat lens

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2F			Type LE3F			Type LE4F			Type LE5F		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED3K-T	32	350	37	3000K	3,641	98	B1-U0-G1	3,547	96	B1-U0-G1	3,512	95	B1-U0-G1	3,538	95	B2-U0-G1
DMS50-55W32LED3K-T	32	530	55	3000K	5,237	95	B1-U0-G1	5,101	93	B1-U0-G1	5,051	92	B1-U0-G1	5,089	93	B3-U0-G1
DMS50-72W32LED3K-T	32	700	73	3000K	6,592	91	B2-U0-G1	6,421	88	B1-U0-G1	6,358	87	B1-U0-G2	6,406	88	B3-U0-G1
DMS50-55W48LED3K-T	48	350	54	3000K	5,446	102	B1-U0-G1	5,305	99	B1-U0-G1	5,253	98	B1-U0-G2	5,292	99	B3-U0-G1
DMS50-80W48LED3K-T	48	530	80	3000K	7,791	97	B2-U0-G1	7,589	95	B1-U0-G2	7,515	94	B1-U0-G2	7,571	95	B3-U0-G2
DMS50-108W48LED3K-T	48	700	106	3000K	9,784	93	B2-U0-G2	9,530	90	B2-U0-G2	9,437	89	B2-U0-G2	9,508	90	B4-U0-G2
DMS50-70W64LED3K-T	64	350	69	3000K	7,083	102	B2-U0-G1	6,951	100	B1-U0-G2	6,940	100	B1-U0-G2	6,891	99	B3-U0-G2
DMS50-110W64LED3K-T	64	530	105	3000K	10,153	96	B2-U0-G2	9,963	95	B2-U0-G2	9,948	94	B2-U0-G2	9,877	94	B4-U0-G2
DMS50-145W64LED3K-T	64	700	141	3000K	12,756	91	B3-U0-G2	12,517	89	B2-U0-G2	12,498	89	B2-U0-G2	12,409	88	B4-U0-G2
DMS50-90W80LED3K-T	80	350	86	3000K	8,842	103	B2-U0-G2	8,676	101	B2-U0-G2	8,663	101	B2-U0-G2	8,601	100	B3-U0-G2
DMS50-135W80LED3K-T	80	530	131	3000K	12,629	97	B3-U0-G2	12,392	95	B2-U0-G2	12,374	95	B2-U0-G2	12,286	94	B4-U0-G2
DMS50-180W80LED3K-T	80	700	174	3000K	15,817	91	B3-U0-G2	15,521	89	B2-U0-G2	15,497	89	B2-U0-G3	15,387	88	B4-U0-G2

Sag lens

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2S			Type LE3S			Type LE4S			Type LE5S		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED3K-T	32	350	37	3000K	3,665	99	B1-U0-G1	3,611	97	B1-U0-G1	3,576	96	B1-U0-G1	3,668	99	B3-U0-G1
DMS50-55W32LED3K-T	32	530	55	3000K	5,270	96	B1-U0-G1	5,193	94	B1-U0-G1	5,144	94	B1-U0-G2	5,276	96	B3-U0-G1
DMS50-72W32LED3K-T	32	700	73	3000K	6,635	91	B2-U0-G1	6,537	90	B1-U0-G2	6,475	89	B1-U0-G2	6,641	91	B3-U0-G2
DMS50-55W48LED3K-T	48	350	54	3000K	5,481	102	B1-U0-G1	5,401	101	B1-U0-G1	5,349	100	B1-U0-G2	5,487	102	B3-U0-G1
DMS50-80W48LED3K-T	48	530	80	3000K	7,842	98	B2-U0-G2	7,726	97	B1-U0-G2	7,653	96	B1-U0-G2	7,849	98	B3-U0-G2
DMS50-108W48LED3K-T	48	700	106	3000K	9,847	93	B2-U0-G2	9,702	92	B2-U0-G2	9,610	91	B2-U0-G2	9,857	93	B4-U0-G2
DMS50-70W64LED3K-T	64	350	69	3000K	7,131	103	B2-U0-G1	7,076	102	B1-U0-G2	7,067	102	B1-U0-G2	7,144	103	B3-U0-G2
DMS50-110W64LED3K-T	64	530	105	3000K	10,222	97	B2-U0-G2	10,143	96	B2-U0-G2	10,130	96	B2-U0-G2	10,239	97	B4-U0-G2
DMS50-145W64LED3K-T	64	700	141	3000K	12,842	91	B2-U0-G2	12,743	91	B2-U0-G2	12,727	91	B2-U0-G2	12,864	92	B4-U0-G2
DMS50-90W80LED3K-T	80	350	86	3000K	8,901	104	B2-U0-G2	8,833	103	B2-U0-G2	8,822	103	B2-U0-G2	8,917	104	B4-U0-G2
DMS50-135W80LED3K-T	80	530	131	3000K	12,715	97	B2-U0-G2	12,616	97	B2-U0-G2	12,601	96	B2-U0-G2	12,736	98	B4-U0-G2
DMS50-180W80LED3K-T	80	700	174	3000K	15,924	91	B3-U0-G2	15,801	91	B2-U0-G2	15,782	91	B2-U0-G3	15,951	92	B4-U0-G2

¹ System input wattage may vary based on input voltage by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%

² Lumen values based on photometric tests performed in compliance with IESNA LM-79

Note: Some data may be scaled based on tests of similar, but not identical luminaires

DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

LED Wattage and Lumen Values: 3000K Domus luminaire (continued)

Globe (ACDR)					Type LE2A			Type LE3A			Type LE4A		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED3K-T	32	350	37	3000K	3,731	101	B1-U2-G1	3,686	99	B1-U2-G1	3,664	99	B1-U2-G2
DMS50-55W32LED3K-T	32	530	55	3000K	5,366	98	B1-U3-G1	5,302	96	B1-U3-G2	5,269	96	B1-U3-G2
DMS50-72W32LED3K-T	32	700	73	3000K	6,755	93	B1-U3-G2	6,674	92	B1-U3-G2	6,633	91	B1-U3-G2
DMS50-55W48LED3K-T	48	350	54	3000K	5,581	104	B1-U3-G1	5,514	103	B1-U3-G2	5,480	102	B1-U3-G2
DMS50-80W48LED3K-T	48	530	80	3000K	7,984	100	B2-U3-G2	7,888	99	B1-U3-G2	7,839	98	B1-U3-G2
DMS50-108W48LED3K-T	48	700	106	3000K	10,026	95	B2-U3-G2	9,906	94	B2-U3-G2	9,845	93	B2-U3-G3
DMS50-70W64LED3K-T	64	350	69	3000K	7,153	103	B2-U3-G2	7,025	101	B2-U3-G2	7,072	102	B1-U3-G2
DMS50-110W64LED3K-T	64	530	105	3000K	10,253	97	B2-U3-G2	10,069	96	B2-U3-G2	10,137	96	B2-U3-G3
DMS50-145W64LED3K-T	64	700	141	3000K	12,881	92	B3-U3-G3	12,651	90	B2-U3-G2	12,736	91	B2-U3-G3
DMS50-90W80LED3K-T	80	350	86	3000K	8,928	104	B2-U3-G2	8,768	102	B2-U3-G2	8,827	103	B2-U3-G2
DMS50-135W80LED3K-T	80	530	131	3000K	12,753	98	B3-U3-G3	12,525	96	B2-U3-G2	12,609	97	B2-U3-G3
DMS50-180W80LED3K-T	80	700	174	3000K	15,972	92	B3-U3-G3	15,687	90	B3-U3-G3	15,792	91	B3-U3-G3

¹ System input wattage may vary based on input voltage, by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%

² Lumen values based on photometric tests performed in compliance with IESNA LM-79

Note: Some data may be scaled based on tests of similar, but not identical, luminaires

Specifications:

Housing

In a round shape, this housing is made of die cast A380 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 5/16 18 UNC. This suspension system permits for a full rotation of the luminaire in 90° increments.

Access-mechanism

A die cast A360 aluminum technical ring with latch, hinge and a cast in decorative skirt. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing.

Light engine

LED engine composed of 5 main components:

Heat Sink / Lens / LED lamp / Driver / Optical System

Electrical components are RoHS compliant.

LED engine

LED type: Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Lens

LExF/LExS: Made of soda lime tempered glass lens, mechanically assembled and sealed onto the lower part of the heat sink.
LExA (Globe): Made of one-piece seamless injection-molded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

Heat sink

Made of cast aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max. Maximum ambient operating temperature from 40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the

driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

Optical system

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated. Flat lens (F optics) is Dark Sky compliant with 0% uplight and U0 per IESNA TM 15.

DMS50 Domus LED Pendant

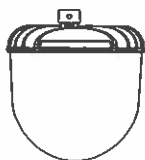
Urban Luminaire

TYPE 1

Specifications (continued):

Optical system (continued):

Prismatic globe: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with globe having an inner prismatic surface permanently sealed onto the lower part of the heat sink.



LE2A - Type II (ASYM) with globe (ACDR)
LE3A - Type III (ASYM) with globe (ACDR)
LE4A - Type IV (ASYM) with globe (ACDR)

Sag lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.



LE2S - Type II (ASYM) Sag glass lens
LE3S - Type III (ASYM) Sag glass lens
LE4S - Type IV (ASYM) Sag glass lens
LE5S - Type V (SYMM) Sag glass lens

Flat lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.



LE2F - Type II (ASYM) Flat glass lens
LE3F - Type III (ASYM) Flat glass lens
LE4F - Type IV (ASYM) Flat glass lens
LE5F - Type V (SYMM) Flat glass lens

Driver options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

DMG: Dimmable driver 0-10V

CDMG: Dynadimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

Ordering Code	Scenario	Dimming Time	Dimming Level
CDMG525	Safety	4 hours	25% power dimming
CDMG550	Safety	4 hours	50% power dimming
CDMG575	Safety	4 hours	75% power dimming
CDMG25	Median	6 hours	25% power dimming
CDMG50	Median	6 hours	50% power dimming
CDMG75	Median	6 hours	75% power dimming
CDMG25	Economy	8 hours	25% power dimming
CDMG50	Economy	8 hours	50% power dimming
CDMG75	Economy	8 hours	75% power dimming

Surge protector

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA. SP2 20kV/20kA optional.

Luminaire adaptor

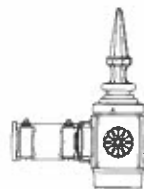
MA1: The luminaire is suspended by means of a mounting adaptor with a 1½" (32mm) NPT threaded hole accepting a threaded tube from the mounting. Retrofit adaptor for existing mounting.



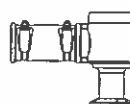
MA2: 1½" (38mm) NPT threaded hole accepting threaded tube from the mounting. Retrofit adaptor for existing mounting.



SMA: The luminaire is suspended by means of a decorative side-mounted cast aluminum adaptor. This adaptor accepts tubes from 1½" to 2½" (41 to 60 mm) and is adjustable to more or less 5°. The adaptor features a cast aluminum decorative cover and finish.



SMB: The luminaire is suspended by means of a decorative side-mounted cast aluminum adaptor. This adaptor accepts tubes from 1½" to 2½" (41 to 60 mm) and is adjustable to more or less 5°.



DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

Specifications (continued):

Luminaire options

- BO:** Bridge and Overpass
- HS:** House side shield
- PH7:** Photoelectric cell, bottom type
- PH8:** Photoelectric Cell, Twist-lock Type
Allows a 90 degree rotation.



- PHXL:** Extended life photoelectric cell,
Twist-lock Type. Allows a 90 degree
rotation.



- PH9:** Shorting cap, Twist-lock Type



- RC:** Receptacle 3 pins



- RCD:** Receptacle 5 pins



- RCD7:** Receptacle 7 pins



- SP2:** Integral surge protector

Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with +/- 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

Finish Options Include:

- BE2TX:** Textured Midnight Blue
- BE6TX:** Textured Ocean Blue
- BE8TX:** Textured Royal Blue
- BG2TX:** Textured Sandstone
- BKTX:** Textured Black
- BRTX:** Textured Bronze
- GN4TX:** Textured Blue Green
- GN6TX:** Textured Forest Green
- GN8TX:** Textured Dark Forest Green
- GNTX:** Textured Green
- GR:** Gray Sandtex
- GY3TX:** Textured Medium Grey
- NP:** Natural Aluminum
- RD2TX:** Textured Burgundy
- RD4TX:** Textured Scarlet
- TG:** Hammer-tone Gold
- WHTX:** Textured White

Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.

Hardware

All exposed screws shall be complete with Ceramic primer-seal base coat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000+ hours with >170 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

LED products (manufacturing standard)

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5.1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality control

Manufactured to ISO 9001:2008 standards and ISO 14001:2004 International Quality Standards Certification.

Vibration resistance

Meets the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100,000 cycles)

Certifications and Compliance

CSA, cULus Listed for Canada and USA. Domus LED luminaires are DesignLights Consortium qualified.

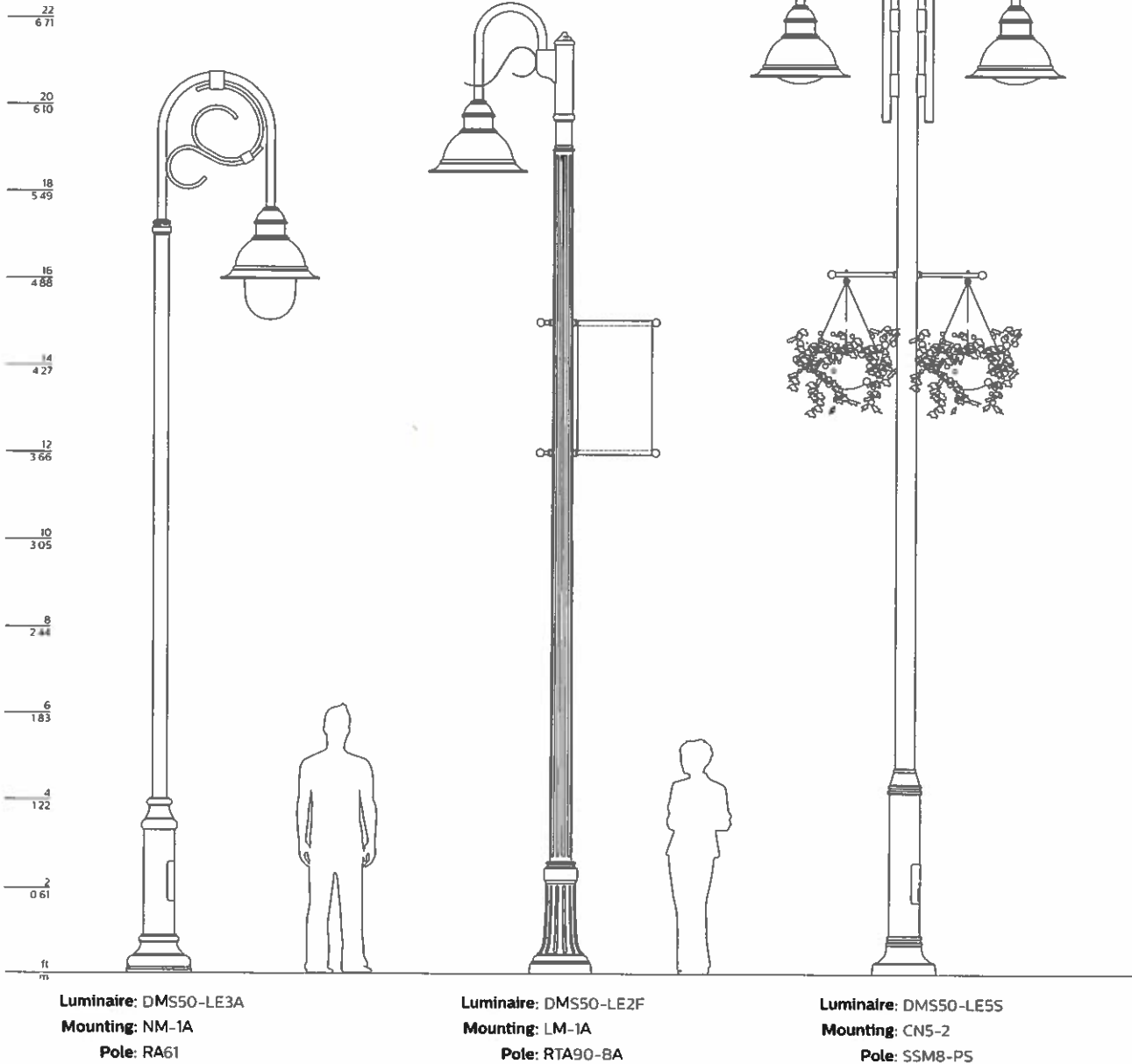
DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

Specifications (continued):

Poles & Brackets Sample configurations.





Wherever it is installed, Domus LED post top creates harmony. Whether you are pairing it with the rest of the Domus family or using it on its own in your projects, the Domus 60 becomes an integral part of the landscape design.

Calculated with 10'-0" pole and 3'-0" base

Project _____

Location _____

Cat No: _____

Type _____

Lamps: _____ Qty _____

Notes _____

Ordering guide: Luminaire

Example DMS60-72W32LED4K-T-ACDR-LE3F-120-DMG-RC-BKTX

Series	LED module	Lamp type	Globe material	Optical system	Voltage	Driver options
DMS60		T				
DMS60 Domus	4000K 35W32LED4K 55W32LED4K 55W48LED4K 72W32LED4K 80W48LED4K 3000K 35W32LED3K 55W32LED3K 55W48LED3K 72W32LED3K 80W48LED3K	T	ACDR Acrylic globe	Globe LE2A ¹ Type II (ASYM) with globe LE3A ¹ Type III (ASYM) with globe LE4A ¹ Type IV (ASYM) with globe Sag lens LE2S Type II (ASYM) Sag glass lens LE3S Type III (ASYM) Sag glass lens LE4S Type IV (ASYM) Sag glass lens LE5S ¹ Type V (SYMM) Sag glass lens Flat lens LE2F Type II (ASYM) Flat glass lens LE3F Type III (ASYM) Flat glass lens LE4F Type IV (ASYM) Flat glass lens LE5F ¹ Type V (SYMM) Flat glass lens	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	AST ¹ Pre-set, progressive start-up CLO ¹ Pre-set, manage lumen depreciation DALI ¹ Pre-set, compatible with the DALI control system OTL ¹ Pre-set to signal end of life of the lamp DMG 0-10V CDMGP ² Dimming level set by user CDMGE25 ³ 8 hrs 25% reduction CDMGE50 ³ 8 hrs 50% reduction CDMGE75 ³ 8 hrs 75% reduction CDMGM25 ³ 6 hrs 25% reduction CDMGM50 ³ 6 hrs 50% reduction CDMGM75 ³ 6 hrs 75% reduction CDMG525 ³ 4 hrs 25% reduction CDMG550 ³ 4 hrs 50% reduction CDMG575 ³ 4 hrs 75% reduction

Ordering guide (continued)

Luminaire options	Poles & Brackets	Finish
BO Bridge and Overpass DE1 Decorative deflector FN2 Decorative finial FN3 Decorative finial FN4 Decorative finial FN6 Decorative finial FN8 Decorative finial FN9 Decorative finial HS House side shield PH7 Photoelectric cell, bottom type PH8 ^{2,4} Photoelectric cell PH9 ^{2,4} Shorting cap PHXL ^{2,4} Photoelectric cell, extended life RC ^{2,5} Receptacle 3 pins RCD ^{2,5} Receptacle 5 pins RCD7 ^{2,5} Receptacle 7 pins SP2 Surge protector	Consult signify.com/ outdoorluminaires for details and the complete line of Signify poles and brackets	BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammer tone gold WHTX Textured white

Footnotes

- 1 Not available with HS option
 - 2 Not available 347-480 volt
 - 3 Use of photoelectric cell or shorting cap is required to ensure proper illumination
 - 4 Globe Material ACDR is required with this optical system
- Note: If 5 or 7 pin receptacle is required contact factory

Coordinate with architect/owner



DMS60 Domus LED Post Top

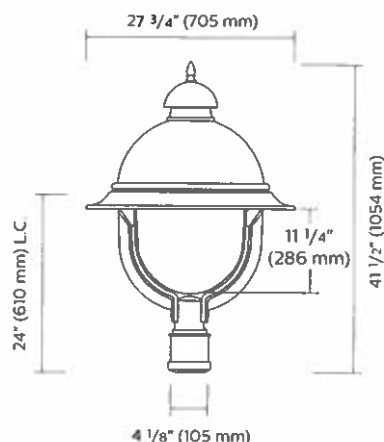
Urban Luminaire

TYPE 2

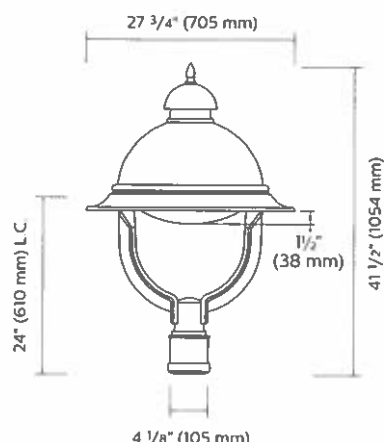
Dimensions

EPA 2.6 ft² max.

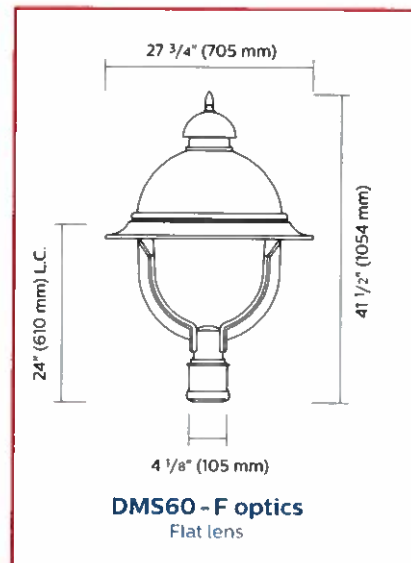
Weight 40 lbs (18.2kg) max.



DMS60 - A optics
Long drop globe



DMS60 - S optics
Sag lens



DMS60 - F optics
Flat lens

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM-21-11. Published L₇₀ hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
35°C	700 mA	>100,000 hours	>60,000 hours	>87%

LED Wattage and Lumen Values: 4000K Domus luminaire

Flat lens	Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2F			Type LE3F			Type LE4F			Type LE5F		
						Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
	DMS60-35W32LED4K-T	32	350	37	4000K	3,370	91	B1-U0-G1	3,389	92	B1-U0-G1	3,418	92	B1-U0-G1	3,448	93	B2-U0-G2
	DMS60-55W32LED4K-T	32	530	55	4000K	4,847	88	B1-U0-G1	4,874	89	B1-U0-G1	4,916	89	B1-U0-G1	4,959	90	B3-U0-G3
	DMS60-72W32LED4K-T	32	700	71	4000K	5,990	84	B1-U0-G1	6,046	85	B1-U0-G1	6,141	86	B1-U0-G2	6,181	87	B3-U0-G3
	DMS60-55W48LED4K-T	48	350	53	4000K	4,948	93	B1-U0-G1	4,995	94	B1-U0-G1	5,073	96	B1-U0-G1	5,106	96	B3-U0-G3
	DMS60-80W48LED4K-T	48	530	80	4000K	7,079	88	B1-U0-G1	7,146	89	B1-U0-G2	7,258	91	B1-U0-G2	7,305	91	B3-U0-G3

¹ System input wattage may vary based on input voltage, by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%.

² Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Note: Some data may be scaled based on tests of similar but not identical luminaires.

DMS60 Domus LED Post Top

Urban Luminaire

TYPE 2

LED Wattage and Lumen Values: 4000K Domus luminaire (continued)

Sag lens					Type LE2S			Type LE3S			Type LE4S			Type LE5S		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED4K-T	32	350	37	4000K	3,359	91	B1-U0-G1	3,412	92	B1-U0-G1	3,464	94	B1-U0-G1	3,519	95	B3-U0-G3
DMS60-55W32LED4K-T	32	530	55	4000K	4,831	88	B1-U0-G1	4,907	89	B1-U0-G1	4,981	91	B1-U0-G2	5,061	92	B3-U0-G3
DMS60-72W32LED4K-T	32	700	71	4000K	6,082	86	B1-U0-G1	6,178	87	B1-U0-G2	6,271	88	B1-U0-G2	6,371	90	B3-U0-G3
DMS60-55W48LED4K-T	48	350	53	4000K	5,024	95	B1-U0-G1	5,103	96	B1-U0-G1	5,181	98	B1-U0-G2	5,264	99	B3-U0-G3
DMS60-80W48LED4K-T	48	530	80	4000K	7,188	90	B1-U0-G1	7,301	91	B1-U0-G2	7,411	93	B1-U0-G2	7,530	94	B3-U0-G3

Globe (ACDR)					Type LE2A			Type LE3A			Type LE4A		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED4K-T	32	350	37	4000K	3,308	89	B1-U2-G1	3,365	91	B1-U2-G1	3,428	93	B1-U2-G1
DMS60-55W32LED4K-T	32	530	55	4000K	4,758	87	B1-U3-G1	4,768	87	B1-U2-G1	4,929	90	B1-U2-G2
DMS60-72W32LED4K-T	32	700	71	4000K	5,990	84	B1-U3-G1	6,002	85	B1-U3-G2	6,206	87	B1-U3-G2
DMS60-55W48LED4K-T	48	350	53	4000K	4,884	92	B1-U3-G1	4,869	92	B1-U3-G1	4,994	94	B1-U2-G2
DMS60-80W48LED4K-T	48	530	80	4000K	6,987	87	B1-U3-G1	6,966	87	B1-U3-G2	7,145	89	B1-U3-G2

LED Wattage and Lumen Values: 3000K Domus luminaire

Flat lens					Type LE2F			Type LE3F			Type LE4F			Type LE5F		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED3K-T	32	350	37	3000K	3,072	83	B1-U0-G1	3,086	83	B1-U0-G1	3,116	84	B1-U0-G1	3,143	85	B2-U0-G2
DMS60-55W32LED3K-T	32	530	55	3000K	4,418	80	B1-U0-G1	4,438	81	B1-U0-G1	4,481	81	B1-U0-G1	4,520	82	B3-U0-G3
DMS60-72W32LED3K-T	32	700	71	3000K	5,460	77	B1-U0-G1	5,511	78	B1-U0-G1	5,598	79	B1-U0-G2	5,634	79	B3-U0-G3
DMS60-55W48LED3K-T	48	350	53	3000K	4,510	85	B1-U0-G1	4,553	86	B1-U0-G1	4,625	87	B1-U0-G1	4,654	88	B3-U0-G3
DMS60-80W48LED3K-T	48	530	80	3000K	6,452	81	B1-U0-G1	6,513	81	B1-U0-G1	6,616	83	B1-U0-G2	6,658	83	B3-U0-G3

Sag lens					Type LE2S			Type LE3S			Type LE4S			Type LE5S		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED3K-T	32	350	37	3000K	3,062	83	B1-U0-G1	3,113	84	B1-U0-G1	3,157	85	B1-U0-G1	3,208	87	B2-U0-G2
DMS60-55W32LED3K-T	32	530	55	3000K	4,403	80	B1-U0-G1	4,477	81	B1-U0-G1	4,540	83	B1-U0-G1	4,613	84	B3-U0-G3
DMS60-72W32LED3K-T	32	700	71	3000K	5,543	78	B1-U0-G1	5,635	79	B1-U0-G1	5,716	81	B1-U0-G2	5,808	82	B3-U0-G3
DMS60-55W48LED3K-T	48	350	53	3000K	4,580	86	B1-U0-G1	4,656	88	B1-U0-G1	4,722	89	B1-U0-G1	4,798	91	B3-U0-G3
DMS60-80W48LED3K-T	48	530	80	3000K	6,552	82	B1-U0-G1	6,660	83	B1-U0-G2	6,755	84	B1-U0-G2	6,864	86	B3-U0-G3

¹ System input wattage may vary based on input voltage by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%.

² Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Note: Some data may be scaled based on tests of similar, but not identical, luminaires.

DMS60 Domus LED Post Top

Urban Luminaire

TYPE 2

LED Wattage and Lumen Values: 3000K Domus luminaire (continued)

Globe (ACDR)					Type LE2A			Type LE3A			Type LE4A		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED3K-T	32	350	37	3000K	3,015	81	B1-U2-G1	3,069	83	B1-U2-G1	3,124	84	B1-U2-G1
DMS60-55W32LED3K-T	32	530	55	3000K	4,337	79	B1-U2-G1	4,413	80	B1-U2-G1	4,493	82	B1-U2-G2
DMS60-72W32LED3K-T	32	700	71	3000K	5,460	77	B1-U3-G1	5,555	78	B1-U3-G2	5,657	80	B1-U2-G2
DMS60-55W48LED3K-T	48	350	53	3000K	4,452	84	B1-U3-G1	4,507	85	B1-U3-G1	4,552	86	B1-U2-G2
DMS60-80W48LED3K-T	48	530	80	3000K	6,369	80	B1-U3-G1	6,448	81	B1-U3-G2	6,513	81	B1-U3-G2

¹ System input wattage may vary based on input voltage by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%

² Lumen values based on photometric tests performed in compliance with IESNA LM-79

Note: Some data may be scaled based on tests of similar but not identical luminaires

Specifications:

Housing

Finial: Decorative cast 356 aluminum, mechanically assembled.

Cupola: Decorative spun aluminum 1100 O, mechanically mounted on hood

Hood: Spun aluminum 1100 O dome, mechanically assembled on the luminaire.

Guard: With 2 cast aluminum 356 arms, this guard is welded to the fitter and to the access mechanism.

Skirt: Spun 1100 O aluminum, mechanically assembled on the luminaire.

Access-mechanism

A die cast A360 aluminum technical ring with latch, hinge and a cast in decorative skirt. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing.

Light engine

LED engine composed of 5 main components
Heat Sink / Lens / LED lamp /
Driver / Optical System

Electrical components are RoHS compliant

LED engine

LED type: Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min, 75 Typical.

Lens

LExF/LEXS: Made of soda lime tempered glass lens, mechanically assembled and sealed onto the lower part of the heat sink.
LExA (Globe): Made of one-piece seamless injection-molded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

Heat sink

Made of cast aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral. Class I, THD of 20% max. Maximum ambient operating temperature from

40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

Optical system

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated. Flat lens (F optics) is Dark Sky compliant with 0% uplight and U0 per IESNA TM 15.

DMS60 Domus LED Post Top

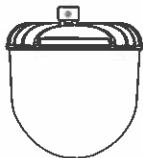
Urban Luminaire

TYPE 2

Specifications (continued):

Optical system (continued):

Prismatic globe: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with globe having an inner prismatic surface permanently sealed onto the lower part of the heat sink.



LE2A - Type II (ASYM) with globe (ACDR)

LE3A - Type III (ASYM) with globe (ACDR)

LE4A - Type IV (ASYM) with globe (ACDR)

Sag lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.



LE2S - Type II (ASYM) Sag glass lens

LE3S - Type III (ASYM) Sag glass lens

LE4S - Type IV (ASYM) Sag glass lens

LE5S - Type V (SYMM) Sag glass lens

Flat lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.



LE2F - Type II (ASYM) Flat glass lens

LE3F - Type III (ASYM) Flat glass lens

LE4F - Type IV (ASYM) Flat glass lens

LE5F - Type V (SYMM) Flat glass lens

Driver options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

DMG: Dimmable driver 0-10V

CDMG: Dynadimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

Ordering Code	Scenario	Dimming Time	Dimming Level
CDMGS25	Safety	4 hours	25% power dimming
CDMGS50	Safety	4 hours	50% power dimming
CDMGS75	Safety	4 hours	75% power dimming
CDMGM25	Median	6 hours	25% power dimming
CDMGM50	Median	6 hours	50% power dimming
CDMGM75	Median	6 hours	75% power dimming
CDMGE25	Economy	8 hours	25% power dimming
CDMGE50	Economy	8 hours	50% power dimming
CDMGE75	Economy	8 hours	75% power dimming

Surge protector

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA. **SP2** 20kV/20kA optional.

Fitter

Cast 356 aluminum c/w 4 set screws 3/8 16 UNC. This fitter holds 2 arms made of cast aluminum 356 mechanically assembled. Slip fits on a 4" (102mm) outside diameter X 4" (102mm) long tenon.

Luminaire options

FN2: Decorative finial



FN3: Decorative finial



FN4: Decorative finial



FN6: Decorative finial



FN8: Decorative finial



FN9: Decorative finial



FNC: Finial painted copper

HS: House side shield

OVR: Override function

PH8: Photoelectric Cell, Twist-lock Type. Allows a 90 degree rotation.



PH9: Shorting cap, Twist-lock Type



DMS60 Domus LED Post Top

Urban Luminaire

TYPE 2

Specifications (continued):

Luminaire options (continued)

PHXL: Extended life photoelectric cell, Twist-lock Type. Allows a 90 degree rotation.

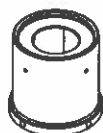


RC: Receptacle 3 pins

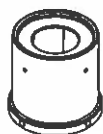


SP2: Integral surge protector

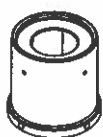
TN2.875: 2-7/8" dia. Tenon adaptor



TN3: 3" dia. Tenon adaptor



TN3.5: 3-1/2" dia. Tenon adaptor



Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with +/- 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

Finish Options Include:

BE2TX: Textured Midnight Blue

BE6TX: Textured Ocean Blue

BE8TX: Textured Royal Blue

BG2TX: Textured Sandstone

BKTX: Textured Black

BRTX: Textured Bronze

GN4TX: Textured Blue Green

GN6TX: Textured Forest Green

GN8TX: Textured Dark Forest Green

GNTX: Textured Green

GR: Gray Sandtex

GY3TX: Textured Medium Grey

NP: Natural Aluminum

RD2TX: Textured Burgundy

RD4TX: Textured Scarlet

TG: Hammer-tone Gold

WHTX: Textured White

Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire

Hardware

All exposed screws shall be complete with Ceramic primer-seal base coat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

Quality control

Manufactured to ISO 9001:2008 standards and ISO 14001:2004 International Quality Standards Certification.

LED products

(manufacturing standard)

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

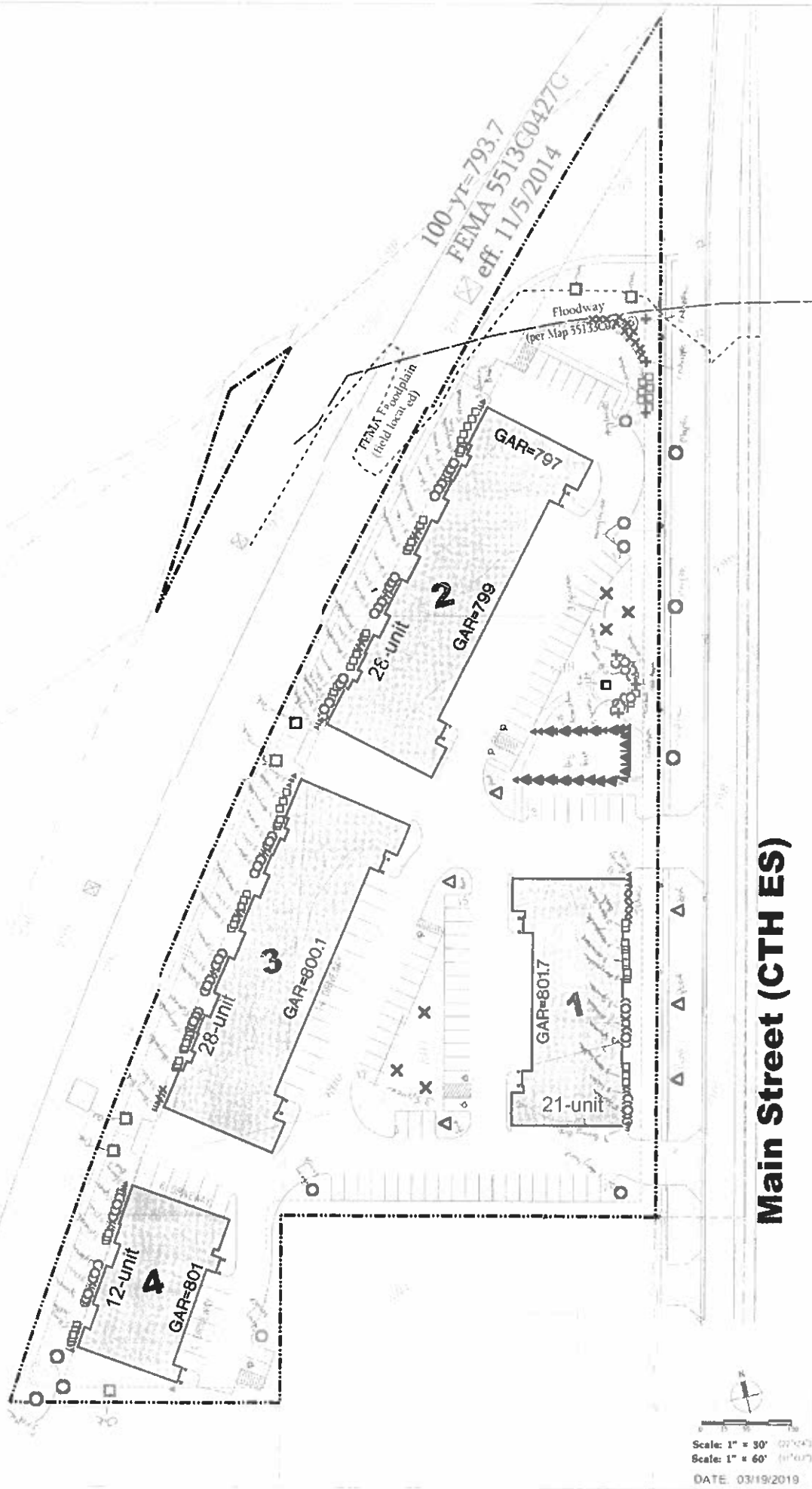
Quality control

Manufactured to ISO 9001:2008 standards and ISO 14001:2004 International Quality Standards Certification.

Certifications and Compliance

CSA, cULus Listed for Canada and USA. Domus LED luminaires are DesignLights Consortium qualified.





Main Street (CTH ES)

CITIZENS BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 04-131-871-78

October 17, 2019

BENEFICIARY:	Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149	APPLICANT:	The Pointe Apartments LLC W3468 County Road J East Troy, WI 53120-1757
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MAXIMUM AVAILABLE AMOUNT: \$182,550.00

EXPIRY DATE: October 17, 2020 (Renewable in 1 year Terms)

We hereby open our Irrevocable Standby Letter of Credit No. 04-131-871-78 in your favor, for the account of The Pointe Apartments LLC ("The Pointe") which is available by your draft at SIGHT up to the amount of One Hundred Eighty-Two Thousand Five Hundred-Fifty U.S. Dollars and 00/100 (\$182,550.00) drawn on Citizens Bank bearing the clause "Drawn under Standby Letter of Credit No. 04-131-871-78 dated October 17, 2019". Your draft must be accompanied by the following:

1. Beneficiary's written statement signed by the Village of Mukwonago or Village President (the "Village"), and notarized, certifying that: the Village is requesting funds to pay for any projected assessment valuation shortfall as outlined in the Developer Guaranty Agreement executed between the Village and The Pointe with an effective date of August 13, 2019.
2. The original Irrevocable Standby Letter of Credit No. 04-131-871-78 and any subsequent amendments must be present with your drawing.
3. Citizens Bank shall provide an amended LOC (reduced by the amount paid out to the Beneficiary) at such time as the original or subsequently amended LOC's are presented to Citizens Bank.

Irrevocable Standby Letter of Credit No. 04-131-871-78 shall be governed by and construed under the laws of the State of Wisconsin.

Visit us at citizenbank.com
Equal Housing Lender and Member FDIC



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 04-131-871-78

For Applicant: The Pointe Apartments LLC

October 17, 2019

Page Two

We agree that drafts in accordance with the terms as stipulated herein will be duly honored upon presentation and delivery of documents as specified, if presented on or before October 17, 2020 (Renewable in 1 year Terms) or any subsequent renewal expiration date, at which this Credit expires at our counters or as delivered by overnight courier to the foregoing address or presented by telecopy to fax number 262-363-6515 and confirmed by telephone to 262-363-6500. Receipt of such telephone notice will not be a condition to presentation hereunder. If presented by facsimile, documents are not required to be supplied by courier, or any subsequent renewal expiration date, at which this Credit expires at our counters.

This letter of credit will automatically renew for another 12 months, without written amendment, unless at least thirty (30) days prior to the expiration date, Citizens Bank sends written notice to the Village by registered mail or by courier, that Citizens Bank will not extend or renew the Letter of Credit beyond the current expiration date. In the event that the letter of credit is not renewed at least 30 days prior to its expiration you may also draw upon this Letter of Credit in the manner provided for above.

This Irrevocable Standby Letter of Credit No. 04-131-871-78 and subsequent amendment(s) hereto must be surrendered concurrently with your presentation(s) and must be returned upon expiry.

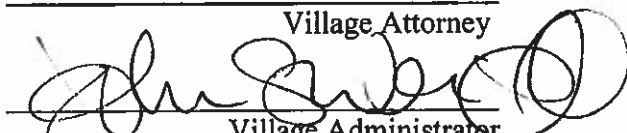
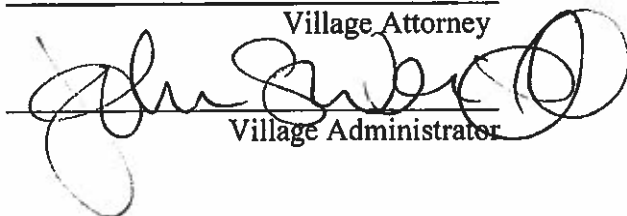
This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amplified, or limited by reference to any documents, instrument or agreement referred to in the Letter of Credit, except only to Uniform Customs and Practices referred to herein, any such references shall not be deemed to incorporate herein reference to any document, instrument or agreement.

Citizens Bank

By:


Brett A. Engelking, Vice President

Accepted By:


Village Attorney

Village Administrator

Accounts Payable Cover Sheet

Report:	Period or corresponding report date		
Village Accounts Payable	5/14/2020 AP Batch	\$	207,240.79
	Total for Approval:	\$	<u>207,240.79</u>

The preceding list of bills payable was approved for payment

Date: _____

Approved by: _____

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PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO
EXP CHECK RUN DATES 05/21/2020 - 05/21/2020
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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: AIRGAS USA LLC				
9970293915	EMS SUPPLIES	150-5231-531100	279.05	279.05 FIRE
TOTAL VENDOR AIRGAS USA LLC				279.05
VENDOR NAME: ALL-WAYS CONTRACTORS INC				
45136	BOOSTER PUMP STATION LANDSCAPING	610-6200-662500	2,615.00	2,615.00 UTILITIES
TOTAL VENDOR ALL-WAYS CONTRACTORS INC				2,615.00
VENDOR NAME: ASSOCIATED APPRAISAL CONSULTANT INC				
148141	ASSESSMENT CONTRACT MAY 2020	100-5153-521900	1,414.24	1,414.24 CLERK
TOTAL VENDOR ASSOCIATED APPRAISAL CONSULTANT INC				1,414.24
VENDOR NAME: BADGER GLOVE & SAFETY				
053196	SAFETY GEAR	100-5323-534800	304.00	304.00 DPW
TOTAL VENDOR BADGER GLOVE & SAFETY				304.00
VENDOR NAME: BAKER TILLY VIRCHOW KRAUSE				
BT1607029	2019 AUDIT - PROGRESS BILLING #3	100-5151-521900	1,376.80	7,500.00 FINANCE
		150-5221-521900	417.60	
		200-5141-521900	661.29	
		410-5363-521900	156.25	
		430-5141-521900	256.72	
		440-5511-521900	289.05	
		480-5151-521900	537.23	
		500-5344-521900	9.51	
		600-5140-582700	2.20	
		600-5140-582800	10.36	
		600-5140-582900	2.15	
		610-5140-582600	17.59	
		620-5140-583000	6.50	
		810-5140-521900	6.75	
		220-5151-521900	98.68	
		240-5151-521900	197.37	
		250-5151-521900	1,151.31	
		610-6920-692300	1,151.32	
		620-8400-852000	1,151.32	
TOTAL VENDOR BAKER TILLY VIRCHOW KRAUSE				7,500.00
VENDOR NAME: BOBS GLASS SERVICE				
1146202	VILLAGE HALL WINDOW REPAIR	100-5160-539500	129.00	129.00 DPW
TOTAL VENDOR BOBS GLASS SERVICE				129.00
VENDOR NAME: BOLAND RECREATION				
20053 MINIWKAUKAN	MINIWKAUKAN PLYGROUND INSTALL	480-5700-584900	30,410.00	30,410.00 DPW
TOTAL VENDOR BOLAND RECREATION				30,410.00
VENDOR NAME: BS&A				

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: BS&A					
129543	BS&A ANNUAL SOFTWARE MAINTENANCE	100-5141-521900	1,219.00	10,050.00	FINANCE
		100-5142-521900	1,539.00		
		100-5241-521900	1,437.30		
		100-5632-521900	1,437.30		
		100-5211-521900	284.60		
		100-5300-521900	284.60		
		150-5221-521900	284.60		
		440-5511-521900	284.60		
		610-6920-692300	1,639.50		
		620-8400-852000	1,639.50		
TOTAL VENDOR BS&A				10,050.00	
VENDOR NAME: BUELOW, VETTER, BUIKEMA, OLSON					
2488-00099	APRIL20:GENERAL VILLAGE MATTERS	100-5111-521900	4,623.00	6,438.50	FINANCE
		100-5141-521900	1,302.50		
		100-5300-521900	513.00		
2488-05458	APRIL20:GENERAL VILLAGE MATTERS	100-5300-521900	161.00	161.00	FINANCE
2488-08145	APRIL20:GENERAL FIRE MATTERS	150-5221-521900	560.00	560.00	FINANCE
TOTAL VENDOR BUELOW, VETTER, BUIKEMA, OLSON				7,159.50	
VENDOR NAME: BUREAU OF CORRECTIONAL ENTERPR					
299428	STREET SIGNS	100-5348-531100	278.47	278.47	DPW
CM7298	ALUMINUM CREDIT FOR DAMAGR STREET SIGNS	100-5348-531100	(46.15)	(46.15)	DPW
TOTAL VENDOR BUREAU OF CORRECTIONAL ENTERPR				232.32	
VENDOR NAME: C & M AUTO PARTS INC					
6079-317012	OIL FILTER	100-5241-535100	4.59	4.59	BUILDING
TOTAL VENDOR C & M AUTO PARTS INC				4.59	
VENDOR NAME: CENTRALOFFICE SYSTEMS					
IN221165	1/31/20 - 4/29/20 QUARTERLY COPIES	100-5142-531200	78.57	561.18	ALLOCATE
		150-5221-531100	72.95		
		220-5140-531200	5.61		
		410-5363-531200	11.22		
		440-5511-531200	28.06		
		500-5344-531200	5.61		
		610-6902-690300	185.19		
		620-8400-851000	173.97		
TOTAL VENDOR CENTRALOFFICE SYSTEMS				561.18	
VENDOR NAME: CENTURY SPRINGS BOTTLING					
5500979	VILLAGE HALL BOTTLED WATER	100-5160-531100	15.95	15.95	DPW
TOTAL VENDOR CENTURY SPRINGS BOTTLING				15.95	
VENDOR NAME: CERTIFIED LABORATORIES					
3939420	DISENFECTANT	620-8010-827000	537.89	537.89	UTILITIES

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: CERTIFIED LABORATORIES					
TOTAL VENDOR CERTIFIED LABORATORIES				537.89	
VENDOR NAME: CHUBB					
2020 MAY CYBER INS	CYBER SECURITY	100-5154-551600	3,103.00	3,103.00	FINANCE
TOTAL VENDOR CHUBB				3,103.00	
VENDOR NAME: CINTAS					
4049411894	STAFF UNIFORMS	100-5323-531100	93.26	93.26	DPW
4049411917	UNIFORM SERVICE	610-6920-693000	39.88	79.75	UTILITIES
		620-8010-827000	39.87		
4049999540 UNIFORM SERVICE					
		610-6920-693000	46.88	93.75	UTILITIES
		620-8010-827000	46.87		
4049999617 STAFF UNIFORMS					
		100-5323-531100	96.92	96.92	DPW
TOTAL VENDOR CINTAS				363.68	
VENDOR NAME: CIT					
35444125	PHONE	610-6920-692100	177.28	177.28	UTILITIES
TOTAL VENDOR CIT				177.28	
VENDOR NAME: CITIZENS BANK INS SERVICES					
00008	NOTARY PUBLIC BOND FOR BRENDA DIMAGGIO'S	100-5211-521900	40.00	40.00	POLICE
00007	NOTARY PUBLIC BOND FOR CYNTHIA WELLMAN N	100-5211-521900	40.00	40.00	POLICE
00006	NOTARY PUBLIC BOND FOR DEBORAH ZAESKE NO	100-5211-521900	40.00	40.00	POLICE
TOTAL VENDOR CITIZENS BANK INS SERVICES				120.00	
VENDOR NAME: COLUMBIA SOUTHERN UNIVERSITY					
BIO 1100	TAYLOR ZAJICHEK COLUMBIA SOUTHERN UNIVER	100-5212-516300	690.00	690.00	POLICE
TOTAL VENDOR COLUMBIA SOUTHERN UNIVERSITY				690.00	
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS					
2162846	EMS SUPPLIES- COVID-19	150-5231-531100	96.00	96.00	FIRE
2163083	EMS SUPPLIES- COVID-19	150-5231-531100	423.60	423.60	FIRE
2164647	EMS SUPPLIES	150-5231-531100	278.60	278.60	FIRE
TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS				798.20	
VENDOR NAME: ENDPOINT SOLUTIONS CORP					
2020-196	ENVIRONMENTAL TESTING 301 MAIN	100-5141-521900	6,700.00	6,700.00	ADMIN
TOTAL VENDOR ENDPOINT SOLUTIONS CORP				6,700.00	
VENDOR NAME: EXCEL BUILDING SERVICES LLC					
3512	MAY CLEANING SERVICE	100-5211-539400	975.00	975.00	POLICE
TOTAL VENDOR EXCEL BUILDING SERVICES LLC				975.00	
VENDOR NAME: FASTENAL COMPANY					
WIMUK82257	PAPER TOWELS FOR LAB	620-8010-826000	12.90	12.90	UTILITIES
WIMUK82222	WATER METER BOLTS	610-6453-664100	101.92	101.92	UTILITIES

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: FASTENAL COMPANY					
	TOTAL VENDOR FASTENAL COMPANY			114.82	
VENDOR NAME: GALLS LLC					
015467066	2020 CLOTHING ALLOWANCE - HENCH	100-5211-534600	33.98	33.98	POLICE
015494485	2020 CLOTHING ALLOWANGE - WELLMAN	100-5211-534600	16.99	16.99	POLICE
	TOTAL VENDOR GALLS LLC			50.97	
VENDOR NAME: GEAR WASH LLC					
16397	TURNOUT GEAR REPAIR	150-5222-539500	201.85	201.85	FIRE
16414 CR	TURNOUT GEAR REPAIR CREDIT	150-5222-539500	(32.56)	(32.56)	FIRE
	TOTAL VENDOR GEAR WASH LLC			169.29	
VENDOR NAME: GENESEE AGGREGATE CORP					
9977	SAND FOR DRYING BED 2	620-8010-833000	352.17	352.17	UTILITIES
T9977	SAND FOR DRYING BED 2	620-8010-833000	216.72	216.72	UTILITIES
	TOTAL VENDOR GENESEE AGGREGATE CORP			568.89	
VENDOR NAME: HAAS BADGE & EMBLEMS					
5247	100 DEPARTMENT DISPATCHER SHOULDER PATCH	100-5211-531100	273.00	273.00	POLICE
	TOTAL VENDOR HAAS BADGE & EMBLEMS			273.00	
VENDOR NAME: HAHN ACE HARDEWARE					
2020 APRIL - FIRE	HAHN INVOICE-FIRE SUPPLIES	150-5222-531100	12.22	12.22	FIRE
2020 APRIL - CLERK	TAPE FOR COVID DISTANCE MARKING	100-5144-531100	8.09	8.09	CLERK
2020 APRIL - DPW	SHOP, PARK AND SIGN SUPPLIES	100-5323-531100	91.20	131.55	DPW
		100-5521-531100	2.05		
		100-5348-531100	38.30		
2020 APRIL UTILITIES	SEWER COLLECTION MISC, SEWER MISC. WELL	620-8030-831000	9.41	91.37	UTILITIES
		620-8010-827000	17.79		
		610-6453-664100	64.17		
2020 APRIL - PD	REPLACE 2 DOOR STOPS	100-5211-539400	25.72	25.72	POLICE
	TOTAL VENDOR HAHN ACE HARDEWARE			268.95	
VENDOR NAME: HAWKINS WATER TREATMENT					
4703289	CHEMICALS FOR WATER TREATMENT	610-6300-663100	2,207.69	2,207.69	UTILITIES
4709063	CHEMICALS FOR WATER TREATMENT	610-6300-663100	1,417.05	1,417.05	UTILITIES
	TOTAL VENDOR HAWKINS WATER TREATMENT			3,624.74	
VENDOR NAME: HIPPENMEYER, REILLY, BLUM,					
49446	MISC MATTERS	100-5130-521900	3,887.50	3,887.50	FINANCE
49447	ORDINANCES/RESOLUTIONS	100-5130-521900	210.00	210.00	FINANCE
49452	PROSECUTIONS	100-5130-521900	742.50	742.50	FINANCE
49448	TERONOMY/FAMILY VENTURES	100-0000-211425	135.00	135.00	FINANCE
49449	CHAPMAN VILLAS	100-0000-211425	152.50	152.50	FINANCE
49450	BOX SELF STORAGE	100-0000-211425	52.50	52.50	FINANCE
49451	MEADOWLAND TOWN HOMES	100-0000-211425	245.00	245.00	FINANCE
	TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,			5,425.00	

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: HORN OIL				
2020 APRIL	MONTHLY FUEL	100-5212-535100	839.92	3,087.62 ALLOCATE
		100-5241-535100	38.27	
		100-5324-535100	833.48	
		150-5222-535100	289.35	
		150-5231-535100	556.22	
		610-6920-693300	128.91	
		620-8010-828000	273.57	
		620-8010-832000	127.90	
TOTAL VENDOR HORN OIL				3,087.62
VENDOR NAME: HYDROCORP				
0057062-IN	COMERCIAL CROSS CONNECTION INSPECTIONS	610-6920-692300	833.00	833.00 UTILITIES
TOTAL VENDOR HYDROCORP				833.00
VENDOR NAME: INDUSTRIAL TRUCK REPAIR INC				
87316	VILLAGEHALL LIFT RENTAL	100-5160-539500	450.00	450.00 DPW
TOTAL VENDOR INDUSTRIAL TRUCK REPAIR INC				450.00
VENDOR NAME: JOHNS DISPOSAL SVC. INC.				
432238	APRIL GARBAGE AND RECYCLING	410-5362-531000	23,961.60	44,825.60 DPW
		410-5363-521900	2,969.60	
		410-5363-522000	17,894.40	
TOTAL VENDOR JOHNS DISPOSAL SVC. INC.				44,825.60
VENDOR NAME: LAKE SHORE GARDEN CLUB				
2020 ROOM REFUND	2020 REFUND COMMUNITY ROOM RENTAL	100-4820-485500	130.00	130.00 CLERK
TOTAL VENDOR LAKE SHORE GARDEN CLUB				130.00
VENDOR NAME: MCMAHON ASSOCIATES INC				
0400051	FD STUDY FINAL INVOICE	150-5221-521900	6,615.00	6,615.00 FIRE
TOTAL VENDOR MCMAHON ASSOCIATES INC				6,615.00
VENDOR NAME: MUKWONAGO AREA CHAMBER OF COMM				
2020 MARCH RM TX	2020 MARCH ROOM TAX HOME AWAY.COM	100-0000-244000	30.83	30.83 CLERK
TOTAL VENDOR MUKWONAGO AREA CHAMBER OF COMM				30.83
VENDOR NAME: MUKWONAGO AUTO PARTS - FIRE				
100997	3481 TAILLIGHT REPAIR	150-5222-539500	33.49	33.49 FIRE
TOTAL VENDOR MUKWONAGO AUTO PARTS - FIRE				33.49
VENDOR NAME: MUKWONAGO AUTO PARTS - GENERAL				
100830	TIRE GAUGE AND BATTERY BOOST PACK	620-8010-827000	228.99	228.99 UTILITIES
100914	GREASE FOR DIGESTER GAS VALVES	620-8010-833000	6.99	6.99 UTILITIES
TOTAL VENDOR MUKWONAGO AUTO PARTS - GENERAL				235.98
VENDOR NAME: NORTHERN LAKE SERVICE INC				
376916	SLUDGE LAB ANALYSIS	620-8010-825500	676.20	676.20 UTILITIES

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: NORTHERN LAKE SERVICE INC					
TOTAL VENDOR NORTHERN LAKE SERVICE INC				676.20	
VENDOR NAME: OLSEN SAFETY EQUIPMENT					
0376555-IN	RESPIRATOR MASKS	620-8010-827000	34.04	34.04	UTILITIES
TOTAL VENDOR OLSEN SAFETY EQUIPMENT				34.04	
VENDOR NAME: PAL STEEL COMPANY					
77866	FENCE REPAIRS	100-5521-531100	45.40	45.40	DPW
78037	BATHROOM REPAIRS	100-5521-531100	34.40	34.40	DPW
TOTAL VENDOR PAL STEEL COMPANY				79.80	
VENDOR NAME: PERFECTION AUTO BODY					
24453	T3471 TURN TABLE CHAIR REPAIR	150-5222-539500	1,293.00	1,293.00	FIRE
TOTAL VENDOR PERFECTION AUTO BODY				1,293.00	
VENDOR NAME: POMPS TIRE SERVICE, INC					
60209474	3462 TIRE REPAIR	150-5222-539500	168.00	168.00	FIRE
TOTAL VENDOR POMPS TIRE SERVICE, INC				168.00	
VENDOR NAME: PORT-A-JOHN, INC					
1312571-IN	PORTABLE RESTROOM	100-5521-531100	88.00	88.00	DPW
1312456-IN	PORTABLE RESTROOMS	100-5522-531100	88.00	88.00	DPW
1312457-IN	PORTABLE RESTROOMS	100-5521-531100	176.00	176.00	DPW
1312458-IN	PORTABLE RESTROOMS	100-5521-531100	88.00	88.00	DPW
1312459-IN	PORTABLE RESTROOMS	100-5521-531100	176.00	176.00	DPW
1312460-IN	PORTABLE RESTROOMS	100-5521-531100	88.00	88.00	DPW
1312461-IN	PORTABLE RESTROOMS	100-5521-531100	88.00	88.00	DPW
TOTAL VENDOR PORT-A-JOHN, INC				792.00	
VENDOR NAME: PRAXAIR DISTRIBUTION INC					
96211750	OXY/ACETYLENE TANK LEASE	620-8010-827000	31.05	31.05	UTILITIES
TOTAL VENDOR PRAXAIR DISTRIBUTION INC				31.05	
VENDOR NAME: PROHEALTH CARE LAB BILLING					
17440353	OWI ARREST BLOOD DRAWS (2 @ \$35)	100-5212-521900	70.00	70.00	POLICE
TOTAL VENDOR PROHEALTH CARE LAB BILLING				70.00	
VENDOR NAME: PROHEALTH CARE MEDICAL ASSOC INC					
303383	CDL DRUG SCREENING LEE	100-5300-521900	56.00	56.00	DPW
303409	PHYSICAL AND DRUG SCREEN TEST FOR NEW PO	100-5212-521900	95.00	95.00	POLICE
TOTAL VENDOR PROHEALTH CARE MEDICAL ASSOC INC				151.00	
VENDOR NAME: QUILL LLC					
136182248	OFFICE SUPPLIES - DYMO LABELS	100-5142-531100	28.06	112.22	FINANCE
		100-5141-531100	28.06		
		100-5241-531100	28.05		
		100-5632-531100	28.05		
6738981 - CLERK	OFFICE SUPPLIES	100-5142-531100	39.17	39.17	CLERK

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	AMOUNT	APPROVAL DEPARTMENT
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VENDOR NAME: QUILL LLC

6738981 - VH	OFFICE SUPPLIES - TAPE	100-5142-531100	2.90	11.57	FINANCE
		100-5141-531100	2.89		
		100-5241-531100	2.89		
		100-5632-531100	2.89		

TOTAL VENDOR QUILL LLC

162.96

VENDOR NAME: RUEKERT & MIELKE, INC.

131983	12-00000.100 General Services	100-5335-521900	2,628.75	3,850.00	FINANCE
		100-5521-531100	1,221.25		

131984	12-00000.400 Sewer Utility Services	620-8400-852000	231.25	231.25	FINANCE
131985	12-10028.302 Front Street & Meacham Stre	480-5700-586100	756.00	756.00	FINANCE
131987	12-10063.210 2020 GIS Services - GIS Dat	610-6920-692300	2,550.20	2,550.20	FINANCE
131990	12-10069.100 Chapman Farms Portion of Vi	200-5335-521900	402.47	402.47	FINANCE
131993	12-10081.300 Well 5 Iron Filter / Constr	610-0000-000109	4,144.90	4,144.90	FINANCE
131995	12-10086.210 Pick 'n Save Pond Improveme	480-5700-584800	2,080.00	2,080.00	FINANCE
131997	12-10095.300 I-43 Tower Painting / Const	610-6920-692300	3,723.75	3,723.75	FINANCE
131998	12-10096.300 Deback Drive Infrastructure	200-5335-521900	12,424.66	12,424.66	FINANCE
131999	12-10096.310 Deback Drive Infrastructure	200-5335-521900	594.00	594.00	FINANCE
132000	12-10098.120 Mukwonago WWTF Phosphorus A	620-8400-852000	2,873.25	2,873.25	FINANCE
132001	12-10104.300 Mukwonago Animal Hospital R	100-0000-211400	128.01	128.01	FINANCE
132002	12-10105.200 WWTF Clarifier Dome / Chemi	620-8400-852000	294.10	294.10	FINANCE
132005	12-10015.300 2019 Well & Well Pump Impro	610-6920-692300	528.50	528.50	FINANCE
132009	12-10122.300 Village Hall Generator Addi	480-5700-539900	92.50	92.50	FINANCE
132012	12-10128.300 River Park Estates Rehabili	480-5700-586100	2,951.78	2,951.78	FINANCE
132014	12-10131.100 Atkinson Pump Station Capac	620-8400-852000	3,444.00	3,444.00	FINANCE
132015	12-10132.100 Standard Specification Upda	100-5341-539500	1,125.25	1,125.25	FINANCE
132018	12-10132.101 Standard Specification Upda	100-5344-539500	1,599.25	1,599.25	FINANCE
132017	12-10132.102 Standard Specification Upda	620-8400-852000	1,915.25	1,915.25	FINANCE
132016	12-10132.103 Standard Specification Upda	610-6920-692300	967.25	967.25	FINANCE
131986	12-10044.300 BOX SELF STORAGE / CONSTRU	100-0000-211425	10,242.43	10,242.43	FINANCE
131991	12-10069.102 CHAPMAN FARMS PORTION OF V	100-0000-211425	99.97	99.97	FINANCE
131992	12-10069.103 CHAPMAN FARMS PORTION OF V	100-0000-211425	160.47	160.47	FINANCE
131996	12-10094.300 STORAGE WERKS MINI STORAGE	100-0000-211425	105.55	105.55	FINANCE
132003	12-10109.300 SUPER PRODUCTS DEVELOPMENT	100-0000-211425	544.00	544.00	FINANCE
132004	12-10110.100 KAY'S DANCE CENTER / DEVEL	100-0000-211425	80.72	80.72	FINANCE
132006	12-10016.300 THE POINTE APARTMENTS / ER	100-0000-211425	175.70	175.70	FINANCE
132007	12-10018.300 TOUCHPAD ELECTRONICS / ERO	100-0000-211425	102.00	102.00	FINANCE
132010	12-10125.300 FOX STREET TOWNHOMES / ERO	100-0000-211425	128.01	128.01	FINANCE
132019	12-92097.306 FAIRWINDS PHASE 5 CONSTRUC	100-0000-211425	99.97	99.97	FINANCE
132020	12-92116.305 EDGEWOOD MEADOWS / EDGEWOO	100-0000-211425	242.00	242.00	FINANCE
132021	12-92136.102 CHAPMAN FARM / RESIDENTIAL	100-0000-211425	744.50	744.50	FINANCE
132022	12-92191.103 PRO HEALTH EXPANSION / 201	100-0000-211425	128.01	128.01	FINANCE
132008	12-10120.300 PHANTOM LAKES PRESERVE / C	100-0000-211425	1,090.92	1,090.92	FINANCE

TOTAL VENDOR RUEKERT & MIELKE, INC.

60,620.62

VENDOR NAME: SHARON KRIEGER

2020 PARK REFUND	2020 PARK RENTAL REFUND	100-4820-485000	200.00	200.00	CLERK
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TOTAL VENDOR SHARON KRIEGER

200.00

VENDOR NAME: SOMAR ENTERPRISES

101909	2 NAME TAGS FOR NEW POLICE RESERVE OFFIC	100-5212-531100	28.40	28.40	POLICE
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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: SOMAR ENTERPRISES				
TOTAL VENDOR SOMAR ENTERPRISES			28.40	
VENDOR NAME: TELEFLEX LLC				
9502514513	EMS SUPPLIES	150-5231-531100 677.50	677.50	FIRE
TOTAL VENDOR TELEFLEX LLC			677.50	
VENDOR NAME: UNEMPLOYMENT INSURANCE				
000010064936	BENEFIT CHARGES RELATED TO KYLE KOLOSOVS	150-5231-511000 69.42	69.42	FINANCE
TOTAL VENDOR UNEMPLOYMENT INSURANCE			69.42	
VENDOR NAME: W C T C				
S0713490	SCHMIDT, STREIT & DEMOTTO VEHICLE PURSUI	100-5215-533500 54.45	54.45	POLICE
S0713489	WCTC TRAINING INVOICE	150-5223-533500 54.73	528.02	FIRE
		150-5232-533500 473.29		
TOTAL VENDOR W C T C			582.47	
VENDOR NAME: WALWORTH CTY CLERK				
2020 APRIL ELECTION	WALWORTH CO BALLOTS AND PROGRAMING	100-5144-521900 257.67	257.67	CLERK
TOTAL VENDOR WALWORTH CTY CLERK			257.67	
VENDOR NAME: WALWORTH CTY SECURITY ALARMS LLC				
13768	REPLACE ELECTRIC DOOR STRIKE IN DOOR FRO	100-5211-539400 225.00	225.00	POLICE
TOTAL VENDOR WALWORTH CTY SECURITY ALARMS LLC			225.00	
VENDOR NAME: WATERFORD STILLHOUSE				
37	4 GALLONS OF SANITIZER FOR DEPARTMENT/SQ	100-5212-531100 160.00	160.00	POLICE
TOTAL VENDOR WATERFORD STILLHOUSE			160.00	
VENDOR NAME: WAUKESHA CTY TREASURER				
2020-00000080	APX MOBILE AND PORTABLE REPROGRAMMING 03	150-5222-539500 27.60	27.60	FIRE
TOTAL VENDOR WAUKESHA CTY TREASURER			27.60	
VENDOR NAME: WI DEPT OF JUSTICE CIB				
202004 G3385	BACKGROUND CHECKS	150-5221-521900 10.00	10.00	FIRE
202004 L6812T	BACKGROUND CHECKS	100-0000-242205 14.00	21.00	POLICE
		100-5211-521900 7.00		
TOTAL VENDOR WI DEPT OF JUSTICE CIB			31.00	
VENDOR NAME: WI STATE LAB OF HYGIENE				
633428	FLOURIDE SPLIT SAMPLE	610-6300-663200 26.00	26.00	UTILITIES
TOTAL VENDOR WI STATE LAB OF HYGIENE			26.00	
GRAND TOTAL:			207,240.79	

VILLAGE OF MUKWONAGO

COVID-19 Business Survey

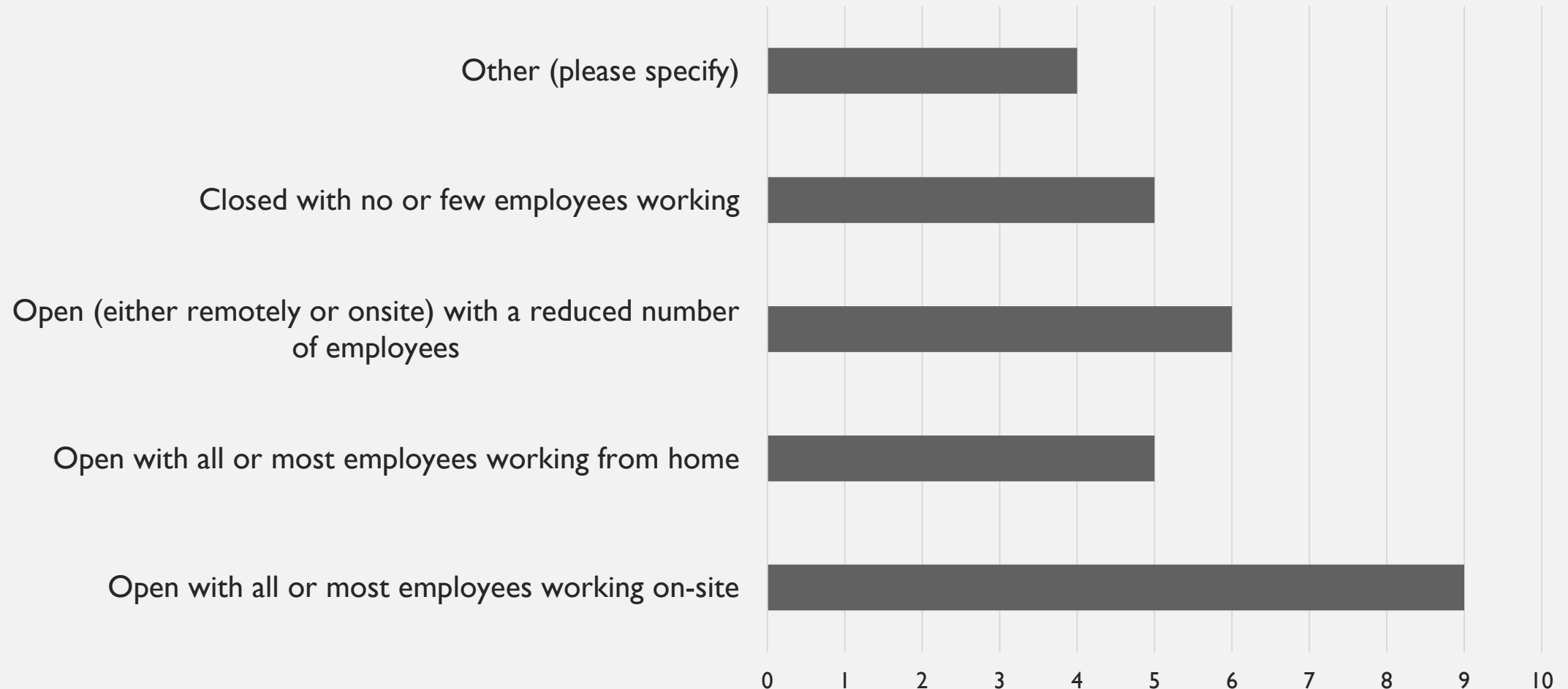
May 2020

VILLAGE OF
MUKWONAGO
COVID-19
BUSINESS
SURVEY

- 27 Responses
- Type of businesses: Service, Office, Retail
- 49% had to scale back
- 38% haven't had to reduce service
- 15% closed completely

SURVEY RESULTS CONTINUED

During the COVID-19 pandemic, how is your business currently operating?



SURVEY RESULTS CONTINUED



Concerned with
paying utility bills



Concerned with
purchasing and
receiving inventory

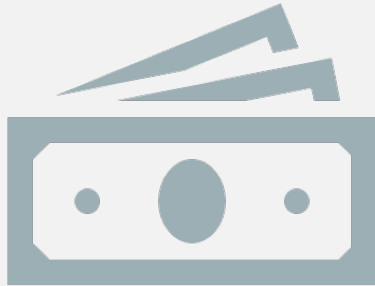


Want
communication of
financial assistance



Want marketing &
advertising grants

SURVEY RESULTS CONTINUED



67% - Applied for financial assistance

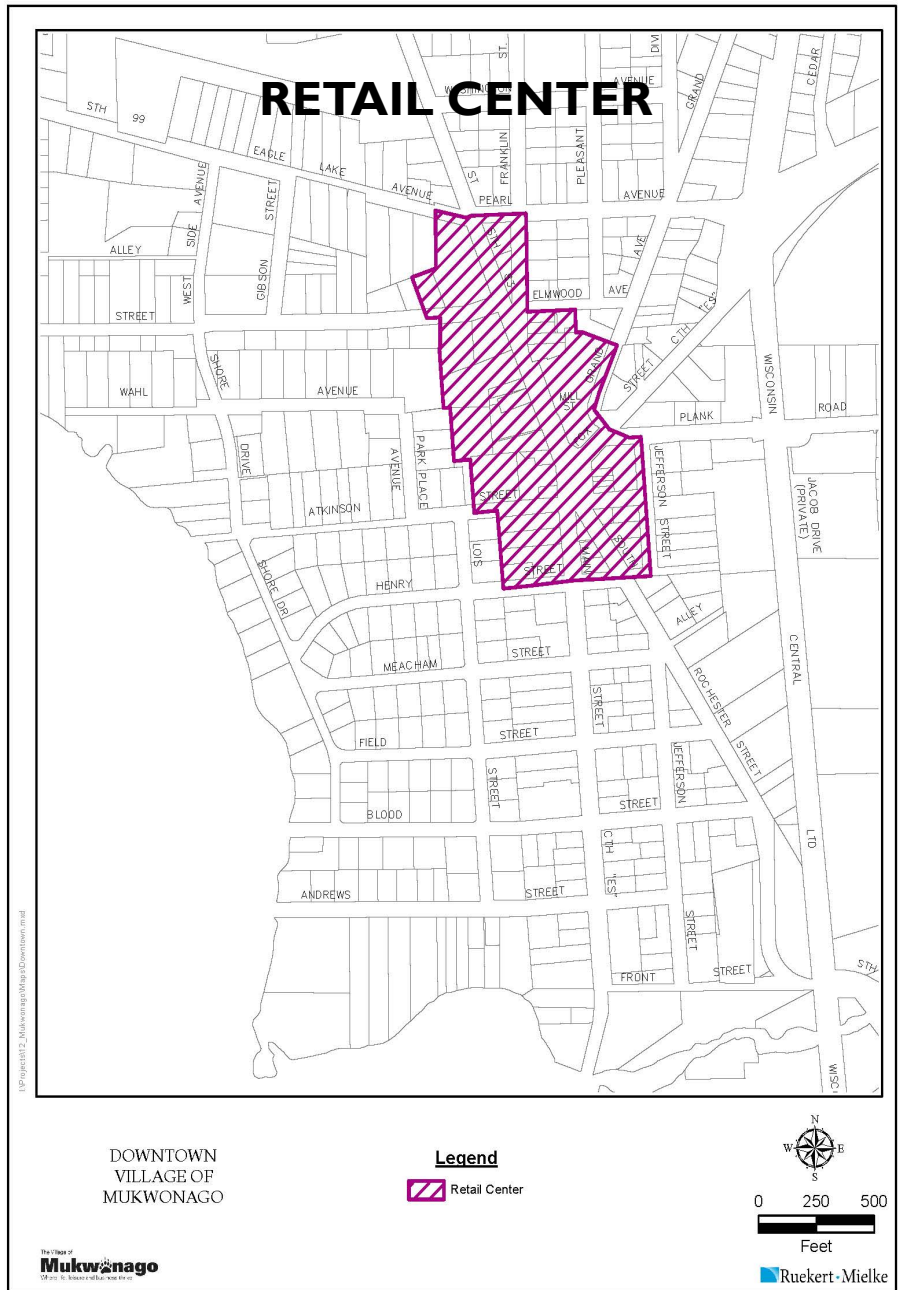
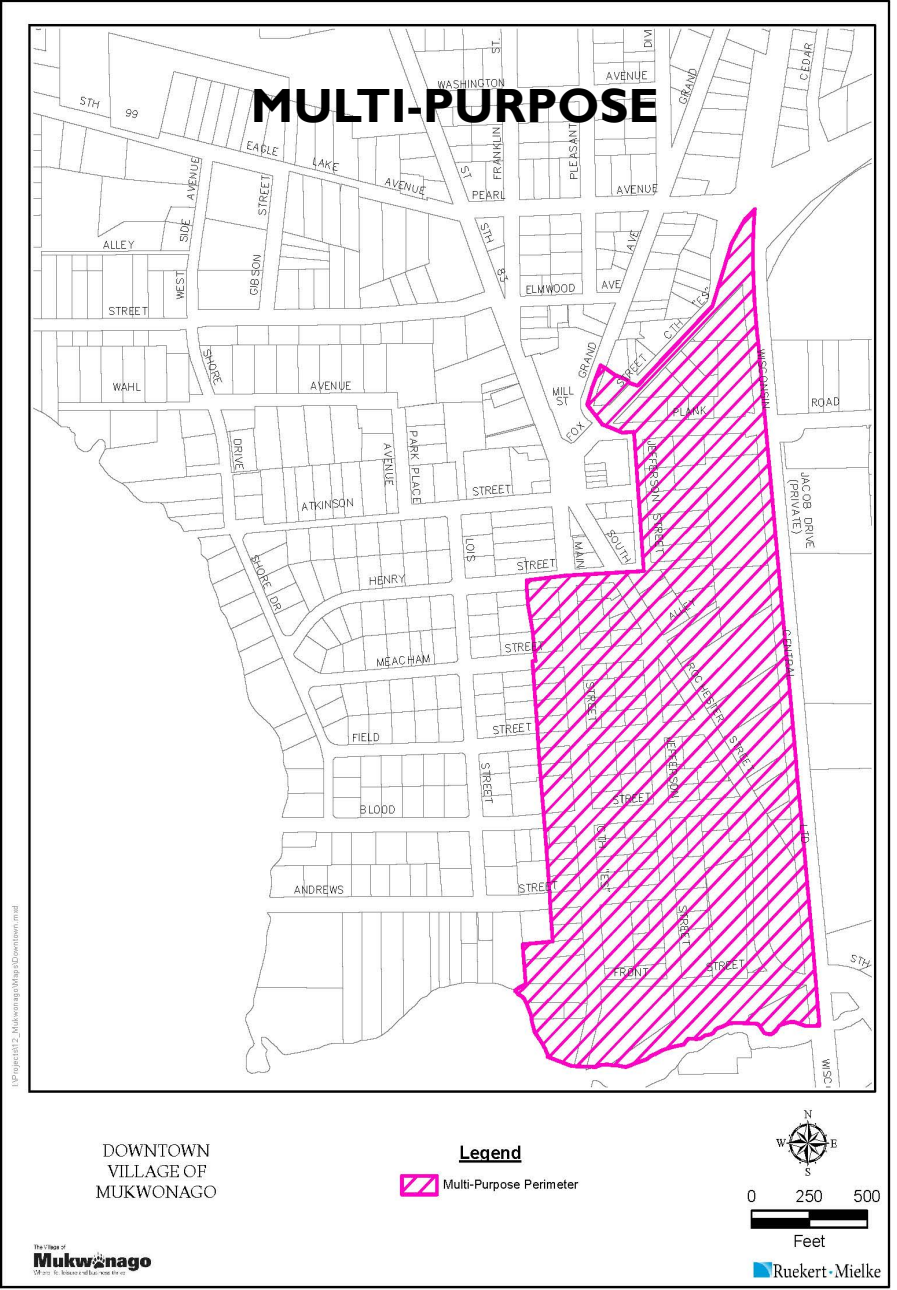


81% - Plan to reopen after Safer at Home Order is lifted

MUKWONAGO
ZERO INTEREST
LOAN

GOAL: Support downtown businesses and retain employees

- Use CDBG funds to provide 0% interest loans up to \$10,000
- Begin repaying loan 30-days after Village State of Emergency Declaration lifted or 6 months after loan disbursed – which ever occurs later
- May chose to repay after 12-months or spread payment over 5-years with a penalty of 2.5% interest rate
- VB has discretion to grant up to \$2,500 as funds allow



MUKWONAGO
ZERO INTEREST
LOAN

Eligible costs

- Rent, mortgage, lease
- Employee retention
- Exterior signage or lighting
- Other exterior improvements to improve visibility
- Improve technology
- Other ideas at the discretion of VB

CONCLUSION

When given the option of a loan program, results indicated that:

- 50% would like the Village to provide information on local, state, and federal assistance programs
- *During* Safer at Home Order – Marketing and advertising grants & Rent, mortgage, utility and other payment assistance
- *After* Safer at Home Order – Marketing and advertising grants & Sign grants

Given the results of the survey we could repurpose the Zero Interest Loan money to provide grants for marketing and advertising to local businesses

ORDINANCE NO. 980

AN ORDINANCE TO AMEND CHAPTER 44 OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE PERTAINING TO IMPACT FEES

WHEREAS, the Village of Mukwonago caused an updated public facilities needs assessment to be prepared for library, police, fire protection, water system, and sanitary sewer system facilities, entitled 'Impact Fee Study Update prepared for the Village of Mukwonago', November 2017; and

WHEREAS, the Village Board adopted updated impact fees for library, police, fire protection, water system, and sanitary sewer system facilities on January 16, 2018; and

WHEREAS, the impact fees for library, police, fire protection, water system, and sanitary sewer system facilities were increased by the percentage increase in the 20-City Construction Cost Index published by Engineering News-Record over the most recent 12-month period on January 1, 2019 and January 1, 2020 in accordance with Section 44-5.(e) of the Village of Mukwonago Municipal Code; and

WHEREAS, pursuant to Village of Mukwonago Municipal Code section 44.5(e) the impact fees for park facilities, library, police, fire protection, water system, and sanitary sewer system facilities will be increased annually in the future by the percentage increase in the 20-City Construction Cost Index published by Engineering News-Record over the most recent 12 month period; and

WHEREAS, the Village of Mukwonago caused a public facilities needs assessment to be prepared for park facilities, entitled 'Public Facilities Needs Assessment and Parks Impact Fee Study prepared for the Village of Mukwonago', November 2019; and

WHEREAS, on May 20, 2020 the Village of Mukwonago held a public hearing on the proposed park impact fees and this ordinance as required by Wis. Stats. §66.0617;

NOW THEREFORE, the Village Board of the Village of Mukwonago, Waukesha and Walworth Counties, Wisconsin, DO ORDAIN AS FOLLOWS:

SECTION I. Sec. 44-1.(b) of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

Sec. 44-1. – Intent; authority.

(b) Impact fees shall be imposed for library, police protection, fire protection, park facilities, water service facilities and sewer service facilities.

SECTION II. Sec. 44-3.(a) of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

Sec. 44-3. – Imposition of impact fees.

(a) Impact fees for library, police facilities, fire protection facilities and park facilities.

(1) Impact fees for library, police facilities, fire protection facilities and park facilities are hereby imposed upon all new residential development within the village. The expansion, remodeling, rehabilitating, or rebuilding of existing residential structures that results in the creation of additional dwelling units shall also be subject to impact fees for library, police facilities, fire protection facilities and park facilities.

(2) Impact fees for police facilities and fire protection facilities are hereby imposed upon all new nonresidential development within the village. The expansion, remodeling, rehabilitating, or rebuilding that results in the creation of additional square footage of usable building area shall also be subject to impact fees for police and fire protection.

(3) The amount of impact fees for library, police facilities, fire protection facilities and park facilities shall be as set forth in [section 44-5\(a\)](#) of this division.

SECTION III. Sec. 44-3(e) of the Municipal Code of the Village of Mukwonago is hereby created to read as follows:

Sec. 44-3. – Imposition of impact fees.

(e) The impact fees established under this ordinance are imposed under the authority granted in Wis. Stat. Sect 66.0617 as amended and are subject to the conditions and limitations as provided for in that statute.

SECTION IV. Sec. 44-5.(a) through (c) of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

Sec. 44-5. – Impact fee schedules.

(a) *Library, police facilities, fire protection facilities and park facilities.*

(1) *Residential development.* The following fee schedule per residential unit shall apply:

	Library Facilities	Police Facilities	Fire Facilities	Park Facilities
1 Bedroom	\$731.00	\$156.00	\$152.00	\$600.00
2 Bedroom	\$1,098.00	\$233.00	\$228.00	\$900.00
3+ Bedroom and Single Family	\$1,463.00	\$311.00	\$304.00	\$1,200.00

(2) Commercial, institutional and industrial development. The following fee per square foot of building area shall apply:

	Library Facilities	Police Facilities	Fire Facilities	Park Facilities
Industrial	NA	\$0.063	\$0.063	NA
Commercial/Institutional	NA	\$0.115	\$0.115	NA

- (b) *Water facilities impact fees.* A fee of \$2,484.00 per REC shall apply to all development.
- (c) *Sewer facilities impact fees.* A fee of \$918.00 per REC shall apply to all development.

SECTION V. Sec. 44-6.(c) and (d) of the Municipal Code of the Village of Mukwonago are hereby amended to read as follows:

Sec. 44-6. – Payment; refunds.

- (c) *Refund.* Any funds not expended or encumbered by the end of the time limit for the expenditure of such funds as specified in W.S.A., § 66.0617 shall, upon application, be returned to the payer of fees for the property with respect to which the impact fees were imposed, with interest.
- (d) *Denial of refund request.* In the event a payer requests a refund and the request is denied, then the review/appeal process in section 44-9 shall control.

SECTION VI. Sec. 44-7.(a) of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

Sec. 44-7. – Fund established.

- (a) There is hereby established a separate impact fee fund. All impact fees collected shall be deposited into a segregated interest bearing account. A separate accounting shall be maintained for impact fees for library facilities, police facilities, fire protection facilities, park facilities, water system facilities, and sewerage system facilities.

SECTION VII. Sec. 44-8.(c) of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

Sec. 44-8. – Use of funds.

- (c) At least once each fiscal period, on or before September 1, of each year, the village finance director or administrator shall present to the village board an updated proposed capital improvement program for library, police, fire protection, park, water and sewerage facilities. The capital improvement program (CIP) shall be the plan for public facilities capital expenditures over a period of time. The capital improvement program shall include an assignment of funds, including any accrued interest, from the impact fee trust fund to specific capital improvement projects and related expenses.

SECTION VIII. All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IX. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a Court of competent

jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION X. EFFECTIVE DATE. This ordinance shall take effect upon publication.

Passed and adopted this __ day of _____.

Fred Winchowky, Village President

Attest: _____
Diana Dykstra., Village Clerk-Treasurer

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO PARK FACILITIES RENTAL APPLICATION FIELD PARK

Date Submitted: 2-19-20

Complete, accurate and specific information must be entered. Please Print.

GUIDELINES

This form must be completely in its entirety and submitted to the Village of Mukwonago Clerk's Office, 440 River Crest Court, Mukwonago, WI, 53149, for approval. A signed copy authorizing the use of the Park Facility will be returned to the requesting party. Fees and the park form must be on file **two (2) months** prior to the event. "Residents" include Village of Mukwonago residents.

Mail completed applications to: Village Clerk-Treasurer's Office
ATTN: Field Park Usage
440 River Crest Ct
Mukwonago, WI 53149
Email to: lgourdoux@villageofmukwonago.com

FEES (check all that apply)

☐ Field Park Pavilion A Resident (Main Pavilion) – 1-49 people	\$100.00 per day	\$ _____
☐ Field Park Pavilion A Resident (Main Pavilion) – 50-100 people	\$150.00 per day	\$ _____
☐ Field Park Pavilion A Resident (Main Pavilion) – more than 100 people	\$175.00 per day	\$ _____
☐ Field Park Pavilion B Resident (Ball Diamond Pavilion)	\$75.00 per day	\$ _____
☐ Field Park Pavilion C Resident (Playground Pavilion)	\$75.00 per day	\$ _____
☐ Field Park Baseball Field Reservation (for non-athletic organizations)	\$25.00 per day	\$ _____
☐ Field Park Baseball Field Lights	\$40.00 per day	\$ _____
☒ Entire Park Resident	8 X \$200.00 per day	\$ <u>1,600.00</u>
☒ Electricity and Coordination (Pavilions B or C)	8 X \$15.00 per day	\$ <u>120.00</u>
☐ Non-Resident Fee	Additional \$25.00 per day	\$ _____
Fee Total		\$ <u>1,720.00</u>

DEPOSIT (check all that apply)

☐ Field Park Pavilion A and/or entire park Deposit	\$200.00	\$ _____
☐ Field Park Pavilion B and C Deposit	\$100.00	\$ _____
☐ Key Deposit	\$25.00	\$ _____
Deposit Total		\$ _____

APPLICANT INFORMATION

Name: Timothy J. Flory 2nd Vice Commander
Address: 1242 River Park Cir. W. City: Mukwonago State: WI Zip: 53149
Daytime Phone: 262-894-6492 Fax: _____
E-Mail: tflory@wi.cc.com

ORGANIZATION INFORMATION

Name of Organization: American Legion Post #375
Mailing Address: 627 E. Veteran's Way City: Mukwonago State: WI Zip: 53149
Phone Number: 262-363-3580 Is the organization a 501(c)3 organization?: ☒ YES ☐ NO
Website Address: Http://www.Post375.org

RENTAL INFORMATION

Date(s) of the Event: June 13-14, July 18-19 Aug 15-16 Sep 12-13

Estimated # of Participants: _____

NOTE: (If there are 150 people or more, a special event permit will be required under separate application):

Event Start Time: 0700 Event End Time: 1700

A. Generally describe your event and its purpose.

Maxwell Street Days Flea Market

B. Will you be serving alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses may be necessary under separate application.* ☒ YES ☐ NO

C. Does your event involve amplified music?

If yes, will the amplified music be a: ☒ Band ☐ DJ ☐ Other

Hours of amplified music: 0700-1700

D. If you will be using the baseball field lights, what are the times needed?

E. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. There may be a separate fee for tent inspection.* ☐ YES ☒ NO

F. Please describe your dumpster/clean-up plan.

3x30yd Plus (5) Smaller Dumpsters
Boy Scouts Police Trash Sunday Afternoon
American Legion Maintains 55g Trash Bins Throughout
Park Grounds.

G. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?

Picnic TABLES

INSURANCE REQUIREMENTS

The applicant will provide an indemnity bond if the event has 50-149 people per day. The applicant will obtain liability insurance for an event that includes alcohol or has 150 or more people per day. Proof of this insurance, with coverage no less than \$1,000,000 which names and endorses the Village, its officers, agents, employees, and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required?: ☒ YES ☐ NO

DEPOSIT REQUIREMENTS

The applicant is required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit (amount listed above) each scheduled day of the event (or portion thereof) two months prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

TERMINATION OF AN EVENT

The Village reserves the right to shut down an event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved park facilities use permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.


Signature - Applicant

2-19-20
Date

Timothy J. Flory
Print Name

FOR OFFICE USE ONLY			
Date Fees/Deposit Paid	Receipt #	Date Deposit Returned	Permit #
Key # Issued	Date Key Issued	Key # Returned	Date Key Issued
Application forwarded to: ☐ Administrator ☐ Building Inspection ☐ Fire Department ☐ Police Department ☐ Public Works Department			



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SRK

DATE (MM/DD/YYYY)

03/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NORTHBROOK INS. ASSOC., INC. P.O. BOX 780 MENOMONEE FALLS, WI 53052- Robert L Butzke		CONTACT NAME: Kathy Butzke PHONE (A/C, No, Ext): 262-439-6222 FAX (A/C, No): 262-783-4075 E-MAIL ADDRESS: kathyb@northbrook-ins.com PRODUCER CUSTOMER ID #: AMERL-2	
INSURED American Legion Post 375 PO Box 152 Mukwonago, WI 53149	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Society Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Business Owners		BP17034146	01/01/2020	01/01/2021	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
A	☒ HIRED AUTOS		BP17034146	01/01/2020	01/01/2021	PROPERTY DAMAGE (PER ACCIDENT) \$
A	☒ NON-OWNED AUTOS		BP17034146	01/01/2020	01/01/2021	\$
						\$
A	☒ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 1,000,000
	☐ DEDUCTIBLE		UM17034155	01/01/2020	01/01/2021	\$
	☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	WC17034154	01/01/2020	01/01/2021	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

VILLMUK Village of Mukwonago 440 River Crest Ct. Mukwonago, WI 53149	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Village of Mukwonago
440 River Crest Court, P.O. Box 206
Mukwonago, WI 53149
Phone: (262) 363-6434
Fax: (262) 363-6438
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO

SPECIAL EVENT PERMIT APPLICATION

Application Fee: See fee sheet

Application must be received a minimum of 90 days prior to the special event. Fees are non-refundable.

ORGANIZATION INFORMATION

Name of Organization: AMERICAN LEGION Post #375
Mailing Address: 627 VETERAN'S WAY City: MUKWONAGO State: WI Zip: 53149
Phone Number: 262-363-3580 Is the organization a 501(c)3 organization?: ☒ YES ☐ NO
Website Address: HTTP://WWW.POST375.ORG
Event Contact Person: TIMOTHY J. FLURY
Mailing Address: 1242 RIVER PARK CIR. W. City: MUKWONAGO State: WI Zip: 53149
Home Phone: _____ Work Phone: 262-544-4444 Cell Phone: 262-894-6492
Email Address: TFLURY@WI.ILGOV.COM

EVENT INFORMATION

Name of the Event: MACNEIL STREET DAYS Date(s) of the Event: 6-13, 14 7-18, 19 8-15, 16 9-12, 13
Event Start Time: 6:00 AM Event End Time: 5:00 PM
Location of the Event: FIELD PARK

A. Will your event take place in a residential neighborhood? *If yes, you will be required to notify all adjacent property owners when the event will occur.* ☐ YES ☐ NO

B. You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, and the direction of the route, including all turns and the number of traffic lanes to be used.

C. If you are using a Village park, you must reserve the park through the Village Clerk-Treasurer's Office prior to getting your special event permit approved by the Village Board. Call 262-363-6420, Option 4.

D. Generally describe your event and its purpose.
FLYER MARKET

E. Based on the class definitions found in the manual, what class is your event? ☒ CLASS I ☐ CLASS II

F. Estimated # of participants: 6,000 Spectators: 3,000 Vendors: 500

OTHER INFORMATION

- A. Is there an outdoor bar that will serve alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses are necessary under separate application.* ☐ YES ☒ NO
- B. Please list the number of Village of Mukwonago licensed bartenders that will be on site: _____
- C. Will you be selling/serving food? *If yes, you will need to contact Waukesha County Health Department (262-896-8300) for proper permits.* ☒ YES ☐ NO
- D. Will your event need electricity? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* ☒ YES ☐ NO
- E. Will you be setting up any lighting? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* ☐ YES ☒ NO
- F. Will your event require any fencing? *If yes, please provide plans for the fencing location and the gates.* ☐ YES ☒ NO
- G. Does your event involve fireworks? *If yes, you will need to contact the Fire Department (262-363-6426) for proper permits.* ☐ YES ☒ NO
- H. Does your event involve amplified music? ☒ YES ☐ NO
If yes, will the amplified music be a: ☒ Band ☐ DJ ☐ Other
Hours of amplified music: _____
- I. Please list the number of security staff you will be providing for the event: Mukwonago Police Dept
- J. Will you need barricades provided by the Village for your event? ☐ YES ☒ NO
If yes, how many? _____
- K. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.* ☐ YES ☒ NO
- L. Will you be providing portable restrooms and wash stations? *If yes, please provide a description of how many restrooms/wash stations will be provided, their locations, and the plan for how solid waste will be disposed of.* ☒ YES ☐ NO
- M. Will you provide parking for your participants? *If yes, please provide a plan describing where parking will be available.* ☐ YES ☒ NO
- N. Will you provide dumpster/clean-up services? *If yes, please provide a clean-up and refuse collection plan.* ☒ YES ☐ NO
- O. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?
Picnic Tables

- P. Have you reviewed and do you have a copy of the Village of Mukwonago Special Events Manual and the Village of Mukwonago Ordinance? ☒ YES ☐ NO

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for an event that includes alcohol, has more than 150 people per day or involves a road closure. Proof of this insurance with coverage no less than \$1,000,000 which names and endorses the Village, its officers, agents, employees, and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required? ☒ YES ☐ NO

PROCEDURAL CHECKLIST FOR SPECIAL EVENT PERMIT REVIEW AND APPROVAL

This form is designed to be a guide for submitting a complete application for a special event.

Application:

- ☐ Completed application form including the procedural checklist.
- ☐ Application fee: see fee sheet.

Other Documents:

- ☐ Plan of operation/proposal.
- ☐ Overview of the site to be used for the event (layout of the event site).
- ☐ Any additional information as determined by Village staff.

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit of \$200 for each scheduled day of the event (or portion thereof) two weeks prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

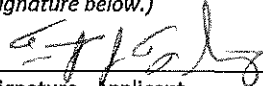
TERMINATION OF AN EVENT

The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

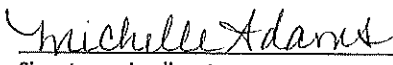
By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.

(The applicant's signature must be from a Managing Member if the business/organization is an LLC, or from the President or Vice President if the business/organization is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below.)


Signature - Applicant

Timothy J. Flory
Name & Title (PRINT)

2-19-20
Date


Signature - Applicant

Michelle Adams, Commander
Name & Title (PRINT)

2-19-20
Date

FOR OFFICE USE ONLY			
Date Fees Paid	Receipt #	Date Deposit Paid	Deposit Returned?
Police Department:	Approved ☐ Denied ☐ Comments:		
Fire Department:	Approved ☐ Denied ☐ Comments:		
Public Works Department:	Approved ☐ Denied ☐ Comments:		
Village Clerk:	Approved ☐ Denied ☐ Comments:		
Village Board Approval Date	Village President Signature	Permit #	Issue Date

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 20.00 10.⁵
☐ Town ☒ Village ☐ City of Mukwonago

Application Date: 2-19-20
County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6-13-20 and ending 6-14-20 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☒ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name American Legion Post # 375
(b) Address 627 E. VETERAN'S WAY Mukwonago, IL 53149
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1934

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President _____
Vice President Timothy J. Flury 1242 River Park Cir. W. Mukwonago 53149
Secretary _____
Treasurer _____

(g) Name and address of manager or person in charge of affair: SAM CAS (F) ABOVE

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

- (a) Street number Field Park
(b) Lot _____ Block _____
(c) Do premises occupy all or part of building? _____
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

- (a) List name of the event Maxwell Street Days
(b) Dates of event 6-13, 6-14-20

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] 2-19-20
(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 20.00 10.-

Application Date: 2-19-20

☐ Town ☒ Village ☐ City of Mukwonago

County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 7-18-20 and ending 7-19-20 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☒ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name AMERICAN Legion Post # 375

(b) Address 627 E. VETERAN'S WAY Mukwonago, WI 53149
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1934

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President _____

Vice President Timothy J. Flury 1242 River Park Cir. W. Mukwonago 53149

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: SAME AS (F) ABOVE

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Field Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Maxwell Street Days

(b) Dates of event 7-18, 7-19-20

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

[Signature] 2-19-20
(Signature) (Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 20.00 10.5

Application Date: 2-19-20

☐ Town ☒ Village ☐ City of Mukwonago

County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 8-15-20 and ending 8-16-20 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☒ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name AMERICAN LEGION Post # 375

(b) Address 627 F. VETERAN'S WAY Mukwonago WI 53149
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1934

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President _____

Vice President Timothy S. Flury 1242 River Park Cir. W. Mukwonago 53149

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: SAME AS (F) ABOVE

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Field Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Maxwell Street Days

(b) Dates of event 8-15, 8-16-20

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

[Signature] 2-19-20
(Signature) (Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ ~~20.00~~ 10.00

☐ Town ☒ Village ☐ City of Mukwonago

Application Date: 2-19-20
County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9-12-20 and ending 9-13-20 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☒ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name AMERICAN Legion Post # 375

(b) Address 627 E. VETERAN'S WAY Mukwonago, WI 53149
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1934

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President _____
Vice President Timothy J. Flury 1242 River Park Cir. W. Mukwonago 53149
Secretary _____
Treasurer _____

(g) Name and address of manager or person in charge of affair: SAME AS (F) ABOVE

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Field Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Maxwell Street Days

(b) Dates of event 9-12, 9-13-20

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] 2-19-20
(Signature) / Date

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

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**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. 981

**ORDINANCE TO AMEND SECTION 6-36
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
TO ELIMINATE THE LOCAL LICENSE QUOTA**

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section 6-36 of the Municipal Code of the Village of Mukwonago is hereby repealed.

~~Sec. 6-36. -- License quota.~~

~~(a) Number of licenses.~~

- ~~(1) The number of persons and places granted a retail "Class B" intoxicating liquor license under this section is limited as provided in W.S.A., § 125.51(4).~~
- ~~(2) The number of persons and places granted a retail "Class A" intoxicating liquor license under this section shall be five.~~
- ~~(3) The number of persons and places granted a retail Class "B" fermented malt beverage license under this section shall be 13.~~
- ~~(4) The number of persons and places granted a six month Class "B" fermented malt beverage license under this section shall be two.~~
- ~~(5) The number of persons and places granted a retail Class "A" fermented malt beverage license under this section shall be 13.~~
- ~~(6) The number of persons and places granted a retail Class "C" wine license under this section shall be one.~~

~~(b) Exceeding quota.~~

- ~~(1) Approval by village board. Notwithstanding the provisions of this chapter, the village board may, by two thirds vote of all of the members of the village board, grant a new "Class A" intoxicating liquor, Class "A" fermented malt beverage, reserve "Class B" intoxicating liquor, Class "B" fermented malt beverage, six month Class "B" fermented malt beverage or a Class "C" wine license in excess of the quota set forth in subsection (a).~~
- ~~(2) Guidelines for exceeding quota. It having been found by the village board in imposing the quotas in this section that the proliferation of taverns and liquor stores can be a detriment to the village of Mukwonago and the community by reducing property values, deteriorating the quiet enjoyment of neighborhoods and costs considerable tax dollars to police said business, it is determined that quota may be exceeded if the establishment meets the provisions set forth in this chapter and the following criteria be met:~~
 - ~~a. The applicant shall submit to the village clerk's office a petition for exceeding quota. The petition shall include the requested license class, a plan of operation and the relevant experience, background and signatures of the individual, partners or directors, officers and agent of a corporation or limited liability company, as well as the signature of the owner or owners of the building or land; and~~
 - ~~b. The applicant shall supply proof of ownership or lease or options to purchase or lease of land or a building that is properly zoned for the proposed venture; and~~

- ~~e. The applicant shall show that the proposed establishment will have a greater economic impact upon the community than simply the addition of another tavern, liquor store, convenience store or restaurant; and~~
- ~~d. The applicant shall show that the proposed establishment will benefit the community by substantially improving the tax base (i.e. the establishment will extensively rehabilitate a blighted or deteriorated building, will construct a new building on vacant land, will benefit the community by conferring some other tangible and substantial improvement for the area).~~
- ~~(3) Public hearing. Prior to a vote, the village board shall hold a public hearing, pursuant to section 100-901, upon each petition.~~
- ~~(4) Fee. The applicant shall pay a fee specified in the most current village board resolution to cover the costs associated with the public hearing.~~

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION III

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board this _____ day of _____, 2020.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer

Chapter 6 - ALCOHOL BEVERAGES^[1]

Footnotes:

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Cross reference— Businesses, ch. 22; law enforcement, ch. 46; offenses and miscellaneous provisions, ch. 54; intoxicating beverages not to be sold or consumed on streets, § 54-3; parks and recreation, ch. 58; alcohol beverages prohibited in parks, § 58-33.

State Law reference— Alcohol beverages generally, W.S.A., ch. 125; taxes, W.S.A., ch. 139.

ARTICLE I. - IN GENERAL

Sec. 6-1. - State statutes adopted.

The provisions of W.S.A., ch. 125, defining and regulating the sale, procurement, dispensing and transfer of beverages, exclusive of the provisions relating to the penalties to be imposed or the punishment for violation of such statutes, are adopted and made a part of this section by reference. A violation of any of such provisions shall constitute a violation of this chapter.

(Code 1966, § 14.01(1))

State Law reference— Authority to adopt by reference, W.S.A., § 225.10(1).

Sec. 6-2. - Violations by agents and employees.

A violation of this chapter by an authorized agent or employee of a licensee shall constitute a violation by the licensee.

(Code 1966, § 14.01(13))

Sec. 6-3. - Licenses, permits, authorization required.

No person, except as provided by W.S.A., § 125.06, shall, within the village, sell, manufacture, rectify, brew or engage in any other activity for which this chapter or W.S.A., ch. 125, requires a license, permit, or other authorization without holding the appropriate license, permit or other authorization as provided in this chapter or in W.S.A., § 125.04(1).

(Code 1966, § 14.01(2)(a))

Sec. 6-4. - Employment of minors.

An underage person may possess alcohol beverages in the course of employment during his working hours if employed by any of the following:

- (1) A brewer.
- (2) A fermented malt beverages wholesaler.
- (3) A permittee other than a class B or class B permittee.
- (4) A facility for the production of alcohol fuel.

- (5) A retail licensee or permittee under the conditions specified in W.S.A., §§ 125.32(2) or 125.68(2) or for delivery of unopened containers to the home or vehicle of a customer.

(Code 1966, § 14.01(9)(b))

Sec. 6-5. - Sales by clubs.

No club shall sell intoxicating liquors or fermented malt beverages except to members and guests invited by members.

(Code 1966, § 14.01(9)(c))

Sec. 6-6. - Closing hours.

- (a) No premises for which an alcohol beverage license has been issued shall remain open and/or sell alcohol beverages during the hours listed below:

License Class	Off-Premises Consumption (Carryouts)	On-Premises Consumption
Class "A"	9:00 p.m. to 6:00 a.m.	Not permitted
Class "B"	Midnight to 6:00 a.m.	Mon.—Fri.: 2:00 a.m. to 6:00 a.m. Sat.—Sun.: 2:30 a.m. to 6:00 a.m.
"Class A"	9:00 p.m. to 6:00 a.m.	Not permitted
"Class B"*	Not permitted	Mon.—Fri.: 2:00 a.m. to 6:00 a.m. Sat.—Sun.: 2:30 a.m. to 6:00 a.m.

* These closing times are not applicable to a class B license issued to a winery. W.S.A., § 125.68(4)(c). Closing hours for wineries are 9:00 p.m. to 8:00 a.m. W.S.A., § 125.68(4)(c)3m.

[NOTE: On January 1, class B beer and class B liquor licensed establishments are not required to close, but the midnight to 6:00 a.m. prohibition on the sale of alcohol beverages for off-premises consumption remains in effect. W.S.A., § 125.68(4)(c)1 and 3]

- (b) Hotels and restaurants whose principal business is the furnishing of food or lodging to patrons, and bowling alleys and golf courses, may remain open for the conduct of their regular business, but no intoxicating liquors or fermented malt beverages shall be sold during prohibited hours.

(Code 1966, § 14.01(10); Ord. No. 855, § I, 1-17-12)

Secs. 6-7—6-30. - Reserved.

ARTICLE II. - LICENSES AND FEES

DIVISION 1. - GENERALLY

Sec. 6-31. - License application.

- (a) *Form.* Application for a license to sell or deal in intoxicating liquor or fermented malt beverages shall be made in writing on forms prescribed by the department of revenue, or village board for operators' licenses and filed with the village clerk. The premises shall be physically described, including every room and storage space to be covered by the license and including all rooms joined by connecting entrances or not separated by a solid wall.
- (b) *Application to be notarized.* Applications shall be signed and sworn to by the applicant as provided by W.S.A., § 125.04(3)(e).
- (c) *Investigation.* At the time the application is filed, an investigation fee specified in the most current village board resolution shall be paid to the village treasurer to cover the cost of investigating the facts stated in the application. The village clerk or deputy clerk shall institute an investigation to determine if the applicant meets the qualifications as set forth in W.S.A., § 125.04 et seq.

(Code 1966, § 14.01(4); Ord. No. 624, § I, 5-19-98; Ord. No. 774, § I, 10-18-05)

Sec. 6-32. - License restrictions.

- (a) *Statutory requirements.* Licenses shall be issued only to persons eligible therefor under W.S.A., § 125.04 et seq.
- (b) *Location.* No class A or class B license shall be issued for premises the main entrance of which is less than 300 feet from the main entrance of any established public school, parochial school, hospital or church except that this prohibition may be waived by a majority vote of the village board. Such distance shall be measured by the shortest route along the highway from the closest point of the main entrance of such school, church or hospital to the main entrance to the premises covered by the license. This prohibition does not apply to any of the following:
 - (1) Premises covered by a license or permit on June 30, 1947.
 - (2) Premises covered by a license or permit prior to the occupation of real property within 300 feet thereof by any school, hospital or church building.
 - (3) A restaurant located within 300 feet of a church or school. This subsection applies only to restaurants in which the sale of alcohol beverages accounts for less than 50 percent of their gross receipts.
- (c) *Separate premises for class A intoxicating liquor.* No class A intoxicating liquor license may be granted for any premises where another business is conducted in connection with the premises. This restriction does not apply if intoxicating liquor is displayed and sold in a room separate from the remainder of the premises where the other business is conducted. All checkouts and purchases shall be made in the room in which the intoxicating liquor is displayed.
 - (1) Businesses that were licensed on January 1, 2006, have until January 1, 2011, to be in compliance with the restrictions and requirements of this subsection.
 - (2) The restrictions and requirements of this subsection do not apply to the display and sale of wine.
- (d) Online or telephone ordering and curbside pickup of alcohol beverages.
 - (1) No establishment shall allow online or telephone ordering of alcohol beverages and curbside delivery of such purchase without first completing the following:

- a. Designated pick-up areas.
 1. If the establishment already holds a current alcohol beverage license, the establishment shall apply for and must obtain village board approval of a revision to the current license to include a designated inside or outside pick-up area in the description of the premises to be licensed; or
 2. If the establishment is filing an application for an original or renewed alcohol beverage license, the establishment shall include a designated inside or outside pick-up area in the description of the premises to be licensed.
 - b. Operation plan. Concurrent with filing an application as set forth in section (d)(1)a., the establishment shall file an operation plan that clearly details how the online or telephone ordering and curbside or instore pickup operation will function. The required operation plan shall include the licensee's protocol for assuring that underage persons and intoxicated persons do not secure or purchase alcohol via the online or telephone ordering or curbside or instore pickup program.
 - c. In the event the licensee or proposed licensee fails to provide an operation plan as set forth in subsection (d)(1)b., the application shall be considered incomplete and the application shall be rejected.
- (2) No establishment holding an alcohol beverage license that designates an outside pick-up area shall allow online or telephone purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises and satisfies each of the following:
- a. The sale and delivery of online and telephone alcohol beverage order shall be made only by a licensed operator.
 - b. Payment for the purchase must be completed on premises and may not be completed until the purchaser is at the licensed premises and has presented valid photo identification that has been verified by a licensed operator employed by the premises.
 - c. The licensed operator must verify that the person placing the online or telephone order is the same person picking up the order.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The online or telephone ordering system must allow the purchase of alcohol to be denied without affecting the remainder of the transaction.
 - f. The designated pick-up area as outlined in the description of premises to be licensed must be clearly identified with markings, signs, or barriers.
 - g. An establishment shall only allow customers to pick up orders under this section between the hours of 8:00 a.m. and 8:00 p.m.
 - h. An establishment shall not allow a customer to pick up an order made under this section until at least four hours have elapsed from the time the customer placed the order.
 - i. Any order placed after 4:00 p.m. cannot be picked up by a customer until the following day.
 - j. If the purchaser is not the driver of the vehicle into which the order is being loaded, the licensed operator must verify that the driver of the vehicle is at least 21 years of age.
 - k. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
- (3) No events other than the delivery of orders placed under this section shall be allowed in the outside pick-up area designated in the description of the premises to be licensed.
- (4) For each transaction under this section, the establishment must capture and retain for not less than 30 days an image of the vehicle into which the order is being loaded.

- (5) For each transaction under this section, the establishment must record and retain the following information for not less than 30 days:
 - a. The name of the purchaser.
 - b. The type of identification card presented and the number and expiration date of that identification card.
 - c. The purchaser's date of birth.
 - d. The license plate of the vehicle into which the order is being loaded.

(Code 1966, § 14.01(5)(a), (b); Ord. No. 794, § I, 7-18-06; Ord. No. 950A, § I, 7-18-18)

Sec. 6-33. - Qualifications for licenses and permits.

- (a) *Natural persons.* Licenses and permits related to alcohol beverages, issued to natural persons under this chapter, may be issued only to persons who fulfill all of the following requirements:
 - (1) Do not have an arrest or conviction record, subject to W.S.A., §§ 111.321, 111.322 and 111.335.
 - (2) Have been residents of this state continuously for at least 90 days prior to the date of application.
 - (3) Have attained the legal drinking age.
 - (4) Have submitted proof under W.S.A., § 77.61(11).
 - (5) Have successfully completed within the two years prior to the date of application a responsible beverage server training course at any location that is offered by an authorized educational institution.
- (b) *Criminal offenders.* No license or permit related to alcohol beverages may, subject to W.S.A., §§ 111.321, 111.322 and 111.335, be issued under this chapter to any person who has habitually been a law offender or has been convicted of a felony unless the person has been duly pardoned.
- (c) *Corporations.* No license or permit may be issued to any corporation or limited liability company unless that entity meets the qualifications in subsections (a)(1) and (4) and (b) of this section, unless the agent of the entity appointed under section 6-34 and the officers and directors, or members or managers of the entity meet the qualifications of subsections (a)(1) and (3) and (b) and unless the agent of the entity appointed under section 6-34 meets the qualifications under subsections (a)(2) and (a)(5) of this section. The requirement that the entity meet the qualifications in subsections (a)(1) and (b) does not apply if the entity has terminated its relationship with all of the individuals whose actions directly contributed to the conviction.
- (d) *Operators' and managers' licenses.* Subsection (a)(2) of this section does not apply to applicants for operators' licenses issued under W.S.A., § 125.17 or to applicants for managers' licenses issued under W.S.A., § 125.18. Managers' licenses may be issued only to applicants who are residents of this state at the time of issuance.
- (e) *Applicability.* Subsections (a)(4) and (a)(5) of this section do not apply to any of the following:
 - (1) Applicants for operators' licenses under W.S.A., § 125.17.
 - (2) Applicants for managers' licenses under W.S.A., § 125.18.
 - (3) Applicants for temporary class B licenses under W.S.A., § 125.26(6) who are not required to hold a seller's permit under subch. III of W.S.A., ch. 77.
 - (4) Applicants for temporary class B licenses under W.S.A., § 125.51(10) who are not required to hold a seller's permit under subch. III of W.S.A., ch. 77.

(Code 1966, § 14.01(5)(c), (f), (g))

Sec. 6-34. - Licenses to corporations and limited liability companies; appointment of agents.

- (a) *Agent.* No corporation or limited liability company organized under the laws of this state or of any other state or foreign country may be issued any alcohol beverage license or permit unless:
 - (1) The entity first appoints an agent in the manner prescribed by the authority issuing the license or permit. In addition to the qualifications under section 6-33, the agent must, with respect to character, record and reputation, be satisfactory to the issuing authority.
 - (2) The entity vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person.
- (b) *Successor agent.* A corporation or limited liability company may cancel the appointment of an agent and appoint a successor agent to act in the agent's place, for the remainder of the license year or until another agent is appointed, as follows:
 - (1) The successor agent shall meet the same qualifications required of the first appointed agent.
 - (2) The entity shall immediately notify the village board, in writing, of the appointment of the successor agent and the reason for the cancellation and new appointment.
- (c) *Authority of successor.* A successor agent shall have all the authority, perform all the functions and be charged with all the duties of the previous agent of the corporation or limited liability company until the next regular or special meeting of the village board if a license is held. However, the license of the corporation or limited liability company shall cease to be in force if, prior to the next regular or special meeting of the village board, the clerk of the village board receives notice of disapproval of the successor agent by a peace officer of the village.

(Code 1966, § 14.01(f))

Sec. 6-35. - Separate license or permit required.

Except as provided under W.S.A., §§ 125.27(2)(a) and 125.51(5)(c)1, wholesalers, manufacturers, rectifiers, brewers and retailers shall have a separate permit or license covering each location or premises, except a licensed public warehouse, from which deliveries and sales of alcohol beverages are made or at which alcohol beverages are stored.

(Code 1966, § 14.01(2)(b))

State Law reference— Similar provisions, W.S.A., § 125.04(9).

Sec. 6-36. - License quota.

- (a) *Number of licenses.*
 - (1) The number of persons and places granted a retail "Class B" intoxicating liquor license under this section is limited as provided in W.S.A., § 125.51(4).
 - (2) The number of persons and places granted a retail "Class A" intoxicating liquor license under this section shall be five.
 - (3) The number of persons and places granted a retail Class "B" fermented malt beverage license under this section shall be 13.

- (4) The number of persons and places granted a six-month Class "B" fermented malt beverage license under this section shall be two.
 - (5) The number of persons and places granted a retail Class "A" fermented malt beverage license under this section shall be 13.
 - (6) The number of persons and places granted a retail Class "C" wine license under this section shall be one.
- (b) *Exceeding quota.*
- (1) *Approval by village board.* Notwithstanding the provisions of this chapter, the village board may, by two-thirds vote of all of the members of the village board, grant a new "Class A" intoxicating liquor, Class "A" fermented malt beverage, reserve "Class B" intoxicating liquor, Class "B" fermented malt beverage, six-month Class "B" fermented malt beverage or a Class "C" wine license in excess of the quota set forth in subsection (a).
 - (2) *Guidelines for exceeding quota.* It having been found by the village board in imposing the quotas in this section that the proliferation of taverns and liquor stores can be a detriment to the village of Mukwonago and the community by reducing property values, deteriorating the quiet enjoyment of neighborhoods and costs considerable tax dollars to police said business, it is determined that quota may be exceeded if the establishment meets the provisions set forth in this chapter and the following criteria be met:
 - a. The applicant shall submit to the village clerk's office a petition for exceeding quota. The petition shall include the requested license class, a plan of operation and the relevant experience, background and signatures of the individual, partners or directors, officers and agent of a corporation or limited liability company, as well as the signature of the owner or owners of the building or land; and
 - b. The applicant shall supply proof of ownership or lease or options to purchase or lease of land or a building that is properly zoned for the proposed venture; and
 - c. The applicant shall show that the proposed establishment will have a greater economic impact upon the community than simply the addition of another tavern, liquor store, convenience store or restaurant; and
 - d. The applicant shall show that the proposed establishment will benefit the community by substantially improving the tax base (i.e. the establishment will extensively rehabilitate a blighted or deteriorated building, will construct a new building on vacant land, will benefit the community by conferring some other tangible and substantial improvement for the area).
 - (3) *Public hearing.* Prior to a vote, the village board shall hold a public hearing, pursuant to section 100-901, upon each petition.
 - (4) *Fee.* The applicant shall pay a fee specified in the most current village board resolution to cover the costs associated with the public hearing.

(Code 1966, § 14.01(5)(e); Ord. No. 571, § I, 1-16-96; Ord. No. 746, § I, 10-28-04; Ord. No. 794, § II, 7-18-06; Ord. No. 820, § I, 3-17-09)

Sec. 6-37. - Delinquent taxes, assessments and claims.

No license shall be granted for any premises for which taxes, assessments or other claims of the village are delinquent and unpaid, or to any person delinquent in payment of such claims to the village.

(Code 1966, § 14.01(5)(i))

Cross reference— Taxation, ch. 78.

Sec. 6-38. - Issuance of license for sales in dwellings.

No license shall be issued to any person for the purpose of possessing, selling or offering for sale any alcohol beverages in any dwelling house, flat or residential apartment.

(Code 1966, § 14.01(5)(j))

Sec. 6-39. - Compliance with chapter required; revocation of license upon failure.

Any license issued pursuant to this chapter shall be subject to such further regulations and restrictions as may be imposed by the village board by amendment to this section or by the enactment of new ordinances. If any licensee shall fail or neglect to meet the requirements imposed by such law restrictions and regulations, his license may be revoked in accordance with this section. In case of revocation of any license or any violations of any provisions of this chapter in accordance with this section or by the court or for any reasonable cause except the imposition of new restrictions, no refund shall be made of any part of the license fee. If a license issued under this chapter is not used within 120 days after its issuance or its usage is discontinued for a period of 120 days or more, such situation shall be grounds for cancellation of the license in accordance with the provisions of this section.

(Code 1966, § 14.01(5)(k); Ord. No. 794, § III, 7-18-06)

Sec. 6-40. - Form and expiration of licenses.

All retail licenses shall be numbered in the order in which they are issued and shall state clearly the specific premises for which granted, the date of issuance, the fee paid and the name of the licensee and, unless sooner revoked, shall expire on June 30 thereafter except as otherwise provided by law.

(Code 1966, § 14.01(6))

Sec. 6-41. - Transfer of licenses.

- (a) *To person.* No license shall be transferable as to licensee except as provided by W.S.A., § 125.04(12)(b).
- (b) *To place.* Licenses issued pursuant to this section may be transferred as provided in W.S.A., § 125.04(12)(a). Application for such transfer shall be made on blanks furnished by the state department of revenue. Proceeding for transfer shall be had in the same manner and form as the original application.

(Code 1966, § 14.01(7))

Sec. 6-42. - Posting and care of licenses.

Every license or permit required under this section shall be framed and posted and at all times displayed as provided in W.S.A., § 125.04(10). No person shall post such license or permit or allow any other person to post it upon premises other than those mentioned in the application, or knowingly deface or destroy such license.

(Code 1966, § 14.01(8))

Sec. 6-43. - Health and sanitation requirements.

No retail "class B" or class "B" license shall be issued for any premises which does not conform to the sanitary, safety and health requirements of the state department of industry, labor, and human relations pertaining to buildings and plumbing, to the rules and regulations of the state department of health and social services applicable to restaurants and to all such ordinances and regulations adopted by the village.

(Code 1966, § 14.01(5)(d))

Sec. 6-44. - Revocation and suspension of licenses.

- (a) *Procedure.* Whenever the holder of any license under this section violates any portion of this section, proceedings for the revocation or suspension of such license may be instituted in the manner and under the procedure established by W.S.A., § 125.12, and the provisions therein relating to granting a new license shall likewise be applicable.
- (b) *Effect of revocation.* Whenever any license has been revoked, at least six months from the time of such revocation shall elapse before another license shall be granted for the same premises and 12 months shall elapse before another license shall be granted to the person whose license was revoked.

(Code 1966, § 14.01(5)(h), (11))

State Law reference— Penalty for violations of alcoholic beverage laws generally, W.S.A., § 125.11.

Sec. 6-45. - Nonrenewal of licenses.

Before renewal of any license issued under this section is refused, the licensee shall be given written notice of any charges or violations or the reasons proposed for nonrenewal and a copy of any proposed motion for nonrenewal and shall have an opportunity to be heard before the village board.

(Code 1966, § 14.01(12))

Secs. 6-46—6-55. - Reserved.

DIVISION 2. - CLASSES AND FEES

Sec. 6-56. - Classes of licenses and fees.

The following classes and denominations of licenses may be issued by the village clerk under the authority of the village board after payment of the fee specified in the most current village board resolution, which, when so issued, shall permit the holder to sell, deal or traffic in alcohol beverages as provided in W.S.A., §§ 125.17, 125.25, 125.26, 125.28, and 125.51. Except as otherwise provided in this section, the full license fee shall be charged for the whole or fraction of any year. A license may be issued after July 1 in any license year. The license shall expire on the following June 30. The fee for the license shall be prorated according to the number of months or fractions thereof remaining until the following June 30. Licenses valid for six months may be issued at any time. The license may not be renewed during the calendar year in which issued.

- (1) *Class "A" fermented malt beverage retailer's license.* (See W.S.A., § 125.25(4).) For the sale of malt beverages for consumption off-premises.

- (2) *Class "B" fermented malt beverage retailer's license.* (See W.S.A., § 125.26(4).) For the sale of malt beverages for consumption on-premises or off-premises. Two types of such class "B" licenses are as follows:
 - a. *Six-month.* A license may be issued at any time for six months in any calendar year, but such license shall not be renewable during the calendar year in which issued. Licenses may be issued to nonprofit organizations that have been in existence for at least one year.
 - b. *Temporary Class "B" (picnic) beer license and a temporary "Class B" (picnic) wine license.* See W.S.A., §§ 125.26(6) and 125.51(10). Temporary licenses may be granted by the village clerk/treasurer to applicants for a temporary Class "B" and "Class B" license, if the applicant has applied for and appears to meet all criteria for the issuance of a temporary Class "B" and "Class B" license.
- (3) *Wholesaler's fermented malt beverage license.* (See W.S.A., § 125.28.)
- (4) *Retail "class A" liquor license.* (See W.S.A., § 125.51(2)(d).) For the sale of liquor for consumption off-premises.
- (5) *Retail "class B" liquor license.* Wine may be sold in the original packages or containers in any quantity to be consumed off the premises. (See W.S.A., § 125.51(3).) For the sale of liquor for consumption on-premises or off-premises. Two types of such "class B" licenses are as follows:
 - a. Regular "class B" liquor license.
 - b. Reserve "class B" liquor license. The applicant must pay the initial issuance fee at the time of application. such fee shall be specified in the most current village board resolution and shall not be less than \$10,000.00.
- (6) *Retail class C liquor license.* (See W.S.A., § 125.51(3)(m).)
- (7) *Pharmacists.*
- (8) *Operators.* (See W.S.A., § 125.17.) The classifications of operators' licenses are as follows:
 - a. *Regular.* Operators' licenses may be issued to individuals by the village clerk for the purposes of complying with W.S.A., §§ 125.32(2) and 125.68(2). Operators' licenses may be issued only upon written application on forms provided by the village clerk. Operators' licenses shall be valid for one year and shall expire on June 30 of each year.
 - b. *Provisional.* The village clerk may issue a provisional operator's license to applicants who are enrolled in the responsible beverage server training course and who meet other standards established in this chapter or who are waiting for approval of the application for regular operator's license. Those applicants must provide proof to the clerk's office that they enrolled in the responsible beverage server training course. The license shall be valid for a period not to exceed 60 days unless sooner revoked by the village board.
 - c. *Temporary.* Temporary operators' licenses may be issued to individuals by the village board for the purpose of allowing the individual to dispense and serve fermented malt beverages at a public or social gathering licensed under subsection (2)b. of this section. Such license may be issued only to operators employed by, or donating their services to, the licensed entity. No person may hold more than one license of this kind per year. The license is valid for any period from one day to 14 days, and the period for which it is valid shall be stated on the license.

(Code 1966, § 14.01(3); Ord. No. 525, § 1, 5-4-93; Ord. No. 715, § I(1), 5-20-03; Ord. No. 774, § II, 10-18-05; Ord. No. 915, § I, 6-21-16; Ord. No. 917, § I, 7-19-16)



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Judicial Committee
Topic:	Alcohol License Fee Survey
From:	Diana Dykstra
Department:	Clerk-Treasurer
Presenter:	Roger Walsh
Date of Committee Action (if required):	
Date of Village Board Action (if required):	

Subject:

Review of Alcohol License Fee Reduction Survey

Background Information/Rationale:

At the COW meeting on May 6, 2020, the Judicial Committee noted they would like to see what other communities are doing in regards to the reduction of Alcohol License fees.

A quick request on the Clerk's network produced the following.

Is Your Municipality Reducing Alcohol License Fees?

V	DeForest	Board Voted No
C	Waukesha	No
T	Oakland	No
V	Blanchardville	No
V	Tigerton	Thinking about it
V	Mount Pleasant	No
V	Kimberly	No
C	Ashland	Tabled it
C	Elkhorn	No
V	Darien	No
C	Sparta	No
V	Walworth	Discussed, but not changing, or Liquor Stores Class A
T	Delavan	Discussing in May
T	Cottage Grove	Class B Liq reduced from 500 to \$300, Left others; theory was to reduce 4 months
C	Lake Geneva	Finance Discussed, Decided Against
V	Palmyra	Reduced B from \$250 to \$125, no others
V	Wild Rose	Discussing, unsure of other licenses
V	Biron	No
V	Fontana	Not discussed, No requests
C	Fitchburg	No, all already filed and paid
V	Hales Corners	No Board Action; where do you draw line
V	Spring Valley	50% Reduction Granted
V	Denmark	Reduced to \$50.00
C	New Lisbon	Discussing no decision
C	Prairie du Chien	Wondering what others are doing, nothing there yet.

Requested Action by Committee/Board:

None

*VILLAGE OF MUKWONAGO
POLICE DEPARTMENT*



MONTHLY REPORT

April 2020

Citation Totals by Offense

All Departments

Violation Date: 04/01/2020 through 04/30/2020

Court	Agency	Offense Code	Offense Description	Total
MKPD				
Adult				
		947.01(1)	Disorderly Conduct	1
		14-27(4)	Dog At Large	1
		346.57(2)	Failure To Keep Vehicle Under Control	2
		346.89(1)	Inattentive Driving	3
		344.62(1)	Operate Motor Vehicle W/O Insurance	1
		344.62(2)	Operate Motor Vehicle W/O Proof Of Insurance	1
		343.07(1g)(a)1	Operate Mtr Veh By Permittee W/O Instructor	1
		343.05(3)(a)	Operate W/O Valid License	1
		343.44(1)(a)	Operating After Suspension	1
		961.41(3g)(b)	Possession of Controlled Substance	1
		34-32(16)	Public Nuisance - Outside Junk Storage	1
		946.41(1)	Resist Or Obstruct An Officer	1
		346.57(4)(gm)2	Speeding on Freeway	3
		346.57(5)	Speeding Zone And Posted Limits	7
		943.20(1)(a)	Theft-Movable Property<=\$2500	1
		66-84	Unauthorized Removal Of Waste And Recyclables	1
		125.07(4)(b)	Underage Drinking-Possess	1
		346.37(1)(c)1	Violate Red Traffic Signal	1
Adult Grand Total				29

Mukwonago Police Department
Tickets Totals (by Violation)

Issue Date: 04/01/2020 through 04/30/2020

Violation Description	Violation Code	Area	Total
Park Left Wheel To Curb	82-1(A)		2
		By Violation:	2
Park No Parking Anytime	82-192		3
		By Violation:	3
		Total Tickets:	5



Monthly Case Overview Report

Printed On: 05/10/20 12:26

Reporting Period: 04/02/2020 - 04/30/2020

Village of Mukwonago Police - 1122

	Total
	40
Administrative/Informational	13
Criminal Damage-Private	1
Disorderly Conduct	2
DOA - Sudden Death, Etc.	2
Emergency Detention/M.O.	2
Found/Recovered-Property	1
Fraud	1
Fraud-Imperson	1
Fraud-Insuff Funds Check	1
Hit and Run	2
Marijuana-Possession	2
Missing Person/Juvenile	1
Obstructing Police	1
OWI/DWI-Liquor	1
Public Order Crimes	1
Retail Theft \$50-\$200	2
Retail Theft >\$200	2
Sexual Assault	1
Simple Assault	1
Theft From Building <\$50	1
Traffic Offense/Traffic Other	1



Arrests by Statute Report

Printed On: 05/10/20 12:27

Reporting Period: 04/02/20 - 04/30/20

This report contains all arrest charges.

	Total	Felony	Misdemeanor	Non-Criminal
346.63(1)(a) - Operating While Intoxicated - 2nd Offense	1		1	
346.63(1)(a) - Operating While Intoxicated - 3rd Offense	1		1	
54-1(24) - Theft (under \$2500.00)	1			1
54-1(B) - Underage Consumption of Alcohol (17-20 YOA)	1			1
54-1(G) - Disorderly Conduct	1			1
54-1(M) - Obstructing or Resisting an Officer	1			1
54-1(V) - Possession of a Controlled Substance	2			2
54-1(V1) - Possession of Drug Paraphernalia	1			1
66-84 - Unauthorized Collection Waste/Recyclable	1			1
940.19(1) - Battery	1		1	
943.41(5)(a)1a - Credit Card-Fraudulent Use (<= \$2500)	1		1	
943.50(1m)(a) - Retail Theft-Alter Price <=\$500	1		1	
943.50(1m)(b) - Retail Theft - Intentionally Take - (<=\$500)(UCR \$50-\$199)	3		3	
943.50(1m)(b) - Retail Theft - Intentionally Take - (<=\$500)(UCR >=\$200)	1		1	
943.50(1m)(b) - Retail Theft-Intentionally Take >\$500-\$5,000	1	1		
943.50(1m)(e) - Retail Theft - Retain Possession - (>\$500-\$5,000)	2	2		
946.49(1)(b) - Bail Jumping-Felony	1	1		
FUGP - Probation/Parole Hold	1			1
Total	22	4	9	9

**Traffic Crash List**

Printed On: 05/10/20 12:30

Village of Mukwonago Police								
Date Time	Case#	Crash#	Officer	Total Units	Total Injured	Total Killed	Crash Type	EMS#
04/30/2020 18:17		20-000055	Kubiak, Michael L-mkub41	2	0	0	C	
04/29/2020 21:15		20-000054	Cieszynski, Brian-bcie45	1	0	0	C	
04/29/2020 08:55		20-000053	Schubel, John-jsch48	1	0	0	C	
04/26/2020 16:55		20-000052	Cieszynski, Brian-bcie45	3	0	0	C	
04/26/2020 14:23	20-022090	20-000051	Wilson, Chet F-cwil47	1			D	
04/06/2020 18:20		20-000050	Kubiak, Michael L-mkub41	2	0	0	C	
04/20/2020 17:13		20-000049	Cieszynski, Brian-bcie45	2	1	0	C	
04/16/2020 00:00	20-020417	20-000048	Cieszynski, Brian-bcie45	2	0	0	C	
04/18/2020 12:35		20-000047	Schubel, John-jsch48	2	0	0	C	
04/05/2020 14:14		20-000046	Kreiser, Robert S-rkre39	1	1	0	C	
04/05/2020 12:36		20-000045	Kreiser, Robert S-rkre39	2	0	0	C	
04/02/2020 21:23		20-000044	Cieszynski, Brian-bcie45	1	1	0	C	
Village of Mukwonago Police				20	3	0		

Police Contacts - Village

First Shift	1655
Second Shift	1032
Third Shift	399
911 Calls	106
TOTAL CALLS	3192

Eagle Lake Patrol

Stops/All Calls	0
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Police Contacts - Town

First Shift	330
Second Shift	653
Third Shift	707
911 Calls	49
TOTAL CALLS	1739

Phantom Lake Patrol

Stops/All Calls	0
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Mukwonago Fire Department

All Calls for Service	192
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<u>TOTAL CONTACTS</u>	5123
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FLEET MILES AND GAS USAGE

	<u>24</u> <u>18 Ford</u>	<u>26</u> <u>10 Ford</u>	<u>28</u> <u>16 Ford</u>	<u>30</u> <u>19 Ford</u>	<u>32</u> <u>18 Ford</u>	<u>33</u> <u>19 Chev</u>	<u>34</u> <u>17 Ford</u>	<u>36</u> <u>16 Ford</u>	<u>38</u> <u>19 Ford</u>
Speed End	53592	81173	23999	24983	NA	4592	NA	NA	35883
Speed Beg	50658	80779	22243	22178	NA	4259	NA	NA	33454
Total Miles	2934	394	1,756	2805	NA	333	NA	NA	2429
Total Gas	199	41	148	212	NA	35	NA	NA	193

Respectfully Submitted,

Chief Kevin Schmidt
Village of Mukwongo Police Department

Proclamation

*Celebrating Building Safety Month “Safer Buildings, Safer Communities, Safer World,”
May 2020*

Whereas, our Village is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings, and infrastructure that serve our citizens both in everyday life and in times of natural disaster, and;

And Whereas our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians who work year-round to ensure the safe construction of buildings, and;

And Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

And Whereas these modern building codes include safeguards to protect the public from natural disasters, and;

And Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety who assure us of safe, efficient and livable buildings that are essential to America’s prosperity, and;

And Whereas “Safer Buildings, Safer Communities, Safer World,” the theme for Building Safety Month 2020, encourages all Americans to raise awareness about the importance of save and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and;

And Whereas each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.;

Therefore Be It Resolved that Fred Winchowky, Village President of Mukwonago, declares the month of May, 2020 as Building Safety Month.

Signed this 20th day of May, 2020

Fred H. Winchowky, Village President

Proclamation

51st ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3 - May 9, 2020

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Fred Winchowky, President of the Village of Mukwonago, do recognize the week of May 3 through May 9, 2020, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Diana Dykstra, Deputy Clerk, Linda Gourdoux, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this ____ day of _____, 2020

Fred Winchowky, President

Proclamation

Honoring Municipal Judge Daniel Smart for his service to the Village of Mukwonago

WHEREAS, DANIEL SMART, has given his time, knowledge, and experience, as a Municipal Judge for the Village of Mukwonago, serving Waukesha & Walworth Counties, Wisconsin; and

WHEREAS, DANIEL SMART, led his public service by serving on the Police Commission from 1973-1977, and then being appointed the Village Prosecutor from 1977 to 1996; and

WHEREAS, DANIEL SMART, has become a vital part of local government, and a leader in the community, serving as an elected Municipal Judge from 1996 until his retirement on May 1, 2020; and

WHEREAS, DANIEL SMART, has exemplified the Village's tradition of representative democracy and citizen participation providing the professional link between the citizens, the local governing bodies, and the public safety agencies of our government.

NOW THEREFORE, do I, Fred Winchowky, Village President of the Village of Mukwonago, Waukesha and Walworth Counties Wisconsin, hereby recognize DANIEL SMART, for his years of service, and further extend our deepest appreciation, for the devotion and loyalty he has provided to the residents of the Village of Mukwonago.

Dated this 20th Day of May, 2020.

Fred Winchowky, Village President

May 5, 2020

Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

RE: Resignation from Plan Commission

Dear President Winchowky:

It was a pleasure serving on the Plan Commission for the Village of Mukwonago. As you are aware, I have been elected to serve as the Municipal Judge for the Village of Mukwonago. Pursuant to the Code of Judicial Conduct, SCR 60.05(3)(b):

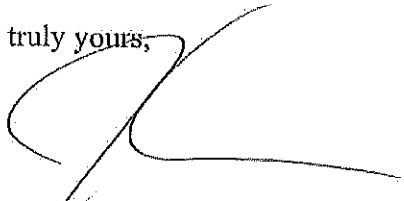
A judge may not accept appointment to a governmental committee or commission or other governmental position that is concerned with issues of fact or policy on matters other than the improvement of the law, the legal system or the administration of justice...

As such, I hereby formally resign from my position on the Plan Commission.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

By:


Joseph A. Abruzzo

MEMORANDUM

TO: Village of Mukwonago Village Board
FROM: Village Attorney Mark G. Blum
SUBJECT: COVI-19 – Safer at Home Order
DATE: May 14, 2020

The Village is aware of and has reviewed the Wisconsin Supreme Court decision which has invalidated the Secretary of the Department of Health's Safer at Home Order. The Village would further observe that there continue to be cases of COVID-19 in Waukesha County and that sustained community transmission continues to exist in this area.

As a result of these circumstances, we would ask for your patience as we evaluate our programming and the use of our public facilities. We will work toward reopening these facilities as soon as practicable consistent with prevailing best practices and in a safe and reasonable manner.

We trust that private businesses who choose to reopen will do so following the CDC and DHS guidelines, as well as industry best practices. We further recommend that everyone recognize that the COVID 19 pandemic is far from resolved and that all Village residents should follow the CDC recommendations including social distancing, personal hygiene and limits on the size of gatherings in order to protect themselves, their families and the community at large. There will be further information provided should additional Federal, State or County regulations be issued; and once the Village completes its review of its own rules, facilities and programming.

MGB/jb



5/16/2020

To: All Personnel, Elected Officials, and for Public Information
From: John S. Weidl, Village Administrator

RE: REVISED Village Hall and Public Facilities Plan of Operation – Safer at Home Order INVALIDATED

First, a list of relevant links:

- WEDC General Guidelines: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-General-Guidelines.pdf>
- Walworth County Re-Opening Blueprint
<https://www.co.walworth.wi.us/DocumentCenter/View/3574/Reopening-Blueprint?bidId=>

The Village is aware of and has reviewed the Wisconsin Supreme Court decision which has invalidated the Secretary of the Department of Health's Safer at Home Order. Considering that decision and in consultation with staff, the following guidelines will be used to reopen Village Hall and related facilities.

For Mukwonago Community Library reopening information, please see their webpage:

<https://www.mukwonagolibrary.org/coronavirus-covid-19-and-your-library/>

Phased Re-opening Guidelines for Village Hall

Phase 1 - Present to May 26 – Village Hall will continue to be closed to the public.

Phase 2 - May 27 – May 31 – Village Hall will be open by Appointment Only.

- Appointments will be held in the conference room. No in-person meetings will be held in staff offices. Sanitizing Standards per CDC will be followed after each meeting.
- Kiosk will be closed, chairs and reading materials will be removed from the lobby. Social distancing will be used.

Phase 3 – June 1 to June 15 – Village Hall will be open to the public from 9AM to Noon.

- Private Meetings held in conference room and will be sanitized after each use.
- Distance Markers will be placed on floor.
- One Window will be open for in-person consultation with staff.
- DPW will be sanitizing all public areas with spray each morning.
- Facemasks and gloves offered for use when distancing is not possible.
- Office Staff will be sanitizing each day mid-day: counters, elevators, door handles.
- Kiosk will be closed; however, staff can assist use and sanitize after each.

Phase 4 – June 15th Village Hall to open to public 100% regular business hours.

- Private Meetings continue to be held in Conference Room. Sanitized.
- DPW will be sanitizing with spray each morning.
- Distance Markers will be maintained through Fall Elections
- Facemasks and gloves continually offered for use when distancing is not possible.



- Office Staff will be sanitizing each day mid-day: counters, elevators, door handles

Community Room (Basement) – Will remaining closed until after August 11th Election.

Parks – Will open slowly.

Play Structures – use at your own risk. May15th – pickle ball court and ball fields will be available for use provided users follow CDC guidelines. May 27th – Baseball field preps will be available with CDC guidance for game usage.

Park Bathrooms – May 27th – Field Park and Phantom Glen Park restrooms will open with daily sanitizing and be locked at closing time.

Miniwakan Park – Will open as time permits as there are portable restrooms available.

Confirmation yet to come on the sanitizing of portable restrooms.

Indian Head Beach bathroom will be under construction this summer so it will be closed. Portable restrooms will be available onsite.

DPW -- shop will remain by appoint for visits services to emergency vehicles.

The Village will require a COVID plan of operation for all rentals and special events on Village property through the end of the year.

The Village staff will use sanitization & precautionary methods.

Staff will be provided personal protective equipment (PPE) and sanitizing tools for workstations. Disposable and reusable masks will be available as well as disposable gloves. Sanitizer and wipes are available.

Please contact me if you have any questions, concerns, or suggestions for improvement. This set of protocols may be amended from time to time to reflect changing best practices or legal requirements.

Warmest regards. Stay safe, - JSW

John S. Weidl, Village Administrator